

# STAFF HANDBOOK

---



**RÆDWALD**  
T · R · U · S · T

---

---

September 2019

## RAEDWALD TRUST STAFF HANDBOOK

<b>Person responsible for this policy:</b>	Angela Ransby
<b>Policy author:</b>	HR Consultant
<b>Date to Trust Board:</b>	September 2019
<b>Date Ratified:</b>	September 2019
<b>Date to be Reviewed:</b>	September 2020
<b>Policy displayed on website:</b>	Yes

<b>CEO Signature:</b>	Angela Ransby
<b>Trust Board Signature:</b>	Roger Fern

This handbook is to be read in conjunction with the following Raedwald Trust policies which can be found on the policies section of the Raedwald Trust website.

- Safeguarding Policy
- Managing Allegations of Abuse Against Staff Policy
- Online Safety Policy
- Whistleblowing Policy
- Staff Code of Conduct

## TABLE OF CONTENTS

### SCHEDULE

The Staff Handbook .....	4
Schedule 1 Dress code.....	5
Schedule 2 Expenses policy .....	7
Schedule 3 Equal opportunities policy .....	9
Schedule 4 Anti-harassment and bullying policy .....	12
Schedule 5 Anti-corruption and bribery policy .....	14
Schedule 6 Whistleblowing policy.....	17
Schedule 7 Holidays policy .....	19
Schedule 8 Disciplinary and capability procedure .....	22
Schedule 9 Grievance procedure .....	25
Schedule 10 Sickness absence policy .....	27
Schedule 11 Time off for antenatal appointments policy.....	43
Schedule 12 Time off for adoption appointments policy .....	45
Schedule 13 Maternity policy .....	47
Schedule 14 Adoption policy.....	50
Schedule 15 Paternity policy.....	53
Schedule 16 Shared parental leave (birth) policy.....	55
Schedule 17 Shared parental leave (adoption) policy.....	62
Schedule 18 Parental leave policy.....	68
Schedule 19 Time off for dependents policy.....	70
Schedule 20 Compassionate leave policy .....	72
Schedule 21 Flexible working policy .....	73
Schedule 22 Time off for public duties policy .....	75
Schedule 23 Time off for training policy .....	77
Schedule 24 Health and safety policy.....	82
Schedule 25 Smoking policy .....	84
Schedule 26 Stress at work policy.....	85
Schedule 27 Substance misuse policy .....	88
Schedule 28 Data protection policy .....	92
Schedule 29 IT and communications systems policy.....	100
Schedule 30 Social media policy .....	103
Schedule 31 Redundancy policy.....	105
Schedule 32 Retirement policy.....	107
Schedule 33 Trust vehicles.....	109
Schedule 34 Employing friends & family policy .....	112
Schedule 35 Pay Policy.....	115
Schedule 36 Lone Working Policy.....	115

## **The Staff Handbook**

### **1. Introduction**

- 1.1 The Raedwald Trust is established to deliver its core purpose devolved by parliament: the advancement of education in the public interest. Committed to the 7 Principles of Public Life (Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty, and Leadership), the Raedwald Trust uses compliance to drive a culture of ethics and probity. Through this approach, the Raedwald Trust is able to unleash greatness by enabling bold, imaginative and innovative leadership.
  
- 1.2 We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

### **2. Using the Staff Handbook**

- 2.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.
  
- 2.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They do **not** form part of the terms of your contract with us, which are provided to you separately.

### **3. Responsibility for the Staff Handbook**

- 3.1 The Trust has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
  
- 3.2 The Staff Handbook is reviewed annually to ensure that its provisions continue to meet our legal obligations and reflect best practice.
  
- 3.3 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

### **4. Personal details, home address and next of kin**

- 4.1 Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Data Protection Policy. We will only process your personal data if we have a lawful basis for doing so. We will notify you of the purpose or purposes for which we use it. Please see the Privacy Notice in this Staff Handbook for further information.

## **Schedule 1 Dress code**

### **1. About this policy**

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
  - (a) promote a positive and professional image;
  - (b) respect the needs of men and women from all cultures and religions;
  - (c) make any adjustments that may be needed because of disability;
  - (d) take account of health and safety requirements; and
  - (e) help staff and managers decide what clothing it is appropriate to wear to work.
- 1.2 Managers are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager.
- 1.3 Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.4 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Appearance**

- 2.1 While working for us you represent us with pupils, parents and other members of the public. Your appearance contributes to our reputation and the development of the Trust.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with pupils, parents and other business contacts or the general public.
- 2.3 Different departments may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is important that you dress in a manner appropriate to your working environment and the type of work you do.
- 2.4 Employees in customer facing roles or if otherwise requested should wear smart business attire.
- 2.5 Employees in certain roles may be asked to cover up visible tattoos or to remove or cover up visible body piercings.

- 2.6 You should not wear ripped jeans, denim shorts, combat trousers/shorts, slogan t-shirts, vests, joggers (unless for sporting activities), casual, gym or beach wear to work. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.
- 2.7 Footwear must be safe and clean and take account of health and safety considerations.
- 2.8 Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.
- 2.9 You should not wear clothing or jewellery that could present a health and safety risk.
- 2.10 You may be supplied with an identity badge that must be worn and visible at all times when you are at work.
- 3. Religious and cultural dress**
- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Priority is at all times given to health and safety requirements.

## **Schedule 2 Expenses policy**

### **1. About this policy**

- 1.1 This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Reimbursement of expenses**

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
  - (a) submitted to the Headteacher/Trust Business Manager and CEO on the appropriate claim form;
  - (b) submitted within one month of being incurred;
  - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
  - (d) authorised in advance where required.
- 2.3 Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.
- 2.4 Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

### **3. Travel expenses**

- 3.1 We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:
  - (a) travel between your home and usual place of work;
  - (b) travel which is mainly for your own purposes; and
  - (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.
- 3.2 **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.
- 3.3 **Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.

- 3.4 **Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from Headteacher/Trust Business Manager and CEO. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.
  
- 3.5 **Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with your line manager in advance.
  
- 3.6 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.



### **Schedule 3 Equal opportunities policy**

Please also refer to our **Single Equalities Policy** published on the policies section of the Raedwald Trust website.

#### **1. Equal opportunities statement**

1.1 The Trust is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

#### **2. About this policy**

2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

2.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

#### **3. Discrimination**

3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

#### **4. Recruitment and selection**

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market (taking into account costs). Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

#### **5. Disabilities**

- 5.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

#### **6. Part-time and fixed-term work**

- 6.1 Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

#### **7. Breaches of this policy**

- 7.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 7.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.

- 7.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **Schedule 4 Anti-harassment and bullying policy**

### **1. About this policy**

- 1.1 The Trust is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. What is harassment?**

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
  - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
  - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
  - (c) offensive e-mails, text messages or social media content;
  - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **3. What is bullying?**

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) physical or psychological threats;
- (b) overbearing and intimidating levels of supervision;
- (c) inappropriate derogatory remarks about someone's performance;

3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

#### **4. If you are being harassed or bullied**

4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line who can provide confidential advice and assistance in resolving the issue formally or informally.

4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

#### **5. Protection and support for those involved**

5.1 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

#### **6. Record-keeping**

6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## **Schedule 5 Anti-corruption and bribery policy**

Please also refer to our **Gifts and Hospitality Policy** published on the policies section of the Raedwald Trust website.

### **1. About this policy**

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

### **2. Who must comply with this policy?**

- 2.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

### **3. What is bribery?**

- 3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.
- 3.4 Specifically, you must not:
  - (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
  - (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
  - (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;
- 3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

#### **4. Gifts and hospitality**

4.1 Raedwald Multi Academy Trust is committed to the highest level of integrity, honesty and accountability in all its business dealings. All staff, trustees and Governors are expected to maintain high standards of propriety and professionalism in all their dealings, ensuring they are free from any conflict of interest through their business in the name of the Academy Trust.

In order to protect all individuals associated with the Trust, and the reputation of the Trust and its academies, from accusations of bribery or corruption staff, trustees, and Governors must take extreme care that none of their dealings, directly or indirectly, could be deemed as a reward or benefit, in line with the Prevention of Fraud and Bribery Act 2010. This Act makes it a criminal offence to:

- offer, promise or give a bribe
- request, agree to or accept a bribe
- (by an organization) fail to prevent bribery by those acting on its behalf (associated persons) to obtain or retain business or a business advantage for the organization.

The Trust and each Academy will hold a Gifts and Hospitality Register. All gifts/hospitality over the value of £30 must be recorded in the Gifts and Hospitality Register.

4.2 Gifts of low intrinsic value such as promotional calendars or diaries, small tokens of gratitude, can be accepted. If there is any doubt as to whether the acceptance of such an item is appropriate, individuals should decline the gift or refer the matter to the Business Manager or Trust Directors.

It is common for appreciative parents and pupils to register their thanks for the work of staff in the form of a small personal gift. If these are valued at less than £30 these are perfectly acceptable without reference to senior members of staff. These will not need to be recorded in the register. Where gifts valued over £30 are accepted, these should be recorded in the register.

Where a more valuable gift, benefit or service is offered which is to the good of the Academy, rather than an individual, it must be referred to the Business Manager, or if in the case of the Business Manager, to the Trust Finance Officer for approval within their discretion; if acceptable, then these terms must be recorded in the register.

4.3 Examples of gifts or hospitality that should not be accepted are cash or monetary gifts; gifts or hospitality offers to a member of your family; gifts or hospitality from a potential supplier or tenderer in the immediate period before tenders are invited or during the tender process.

4.4 In the case where it is believed a member of staff, trustees, and Governors has not declared a gift or hospitality then a formal investigation will be instigated by the Trust Executive. If misconduct is indicated, this may take the form of disciplinary procedures in the case of employees.

**5. Record-keeping**

5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

**6. How to raise a concern**

6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or report it in accordance with our Whistleblowing Policy as soon as possible.



## **Schedule 6 Whistleblowing policy**

Please also refer to our Whistleblowing Policy published on the policies section of the Raedwald Trust website.

### **1. About this policy**

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. What is whistleblowing?**

- 2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

### **3. How to raise a concern**

- 3.1 We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the CEO or Chair of Trustees. Contact details are at the end of this policy.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

### **4. Confidentiality**

- 4.1 We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

### **5. External disclosures**

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

## 6. Protection and support for whistleblowers

- 6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform Head Teacher or CEO immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.
- 6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.
- 6.4 However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.
- 6.5 Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

## 7. Contacts

<b>CEO</b>	Angela Ransby, 01473 550472 aransby@raedwaldtrust.org
<b>Chair of Trustees</b>	Roger Fern, 01473 685770 rfern@raedwaldtrust.org
<b>Public Concern at Work</b> (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk

## **Schedule 7 Holidays policy**

### **1. About this policy**

- 1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).
- 1.2 This policy covers all staff at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, and trainees.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

### **2. Your holiday entitlement**

- 2.1 The Trust's holiday year runs in line with the academic year. If your employment starts or finishes part way through the holiday/academic year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 2.2 Your holiday entitlement is set out in the Trust's Pay policy within this handbook.
- 2.3 Except as set out in this policy, holiday entitlement must be taken during the holiday/academic year in which it accrues. Any holiday not taken by the end of the holiday/academic year will be lost and you will not receive any payment in lieu.
- 2.4 Unused holiday can **only** be carried over to another holiday year:
  - (a) in cases involving sickness absence, as set out in paragraph 5.;
  - (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 6.;
  - (c) in any other case where your line manager has given permission in writing;
  - (d) if otherwise required by law.

### **3. Taking holiday**

- 3.1 We may require you to take (or not to take) holiday on particular dates, including when the schools are closed, particularly busy, or during your notice period.
- 3.2 Support staff on a 52-week contract are required to seek approval for all annual leave requests. They should make any such requests to the Headteacher/CEO.

### **4. Sickness during periods of holiday**

- 4.1 If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

- 4.2 Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.
- 4.3 Trust sick pay will only be paid for such days if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.
- 4.4 Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

## **5. Long-term sickness absence and holiday entitlement**

- 5.1 Holiday entitlement continues to accrue during periods of sick leave.
- 5.2 If you are on a period of sick leave which spans two years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
- 5.3 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
- 5.4 Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

## **6. Family leave and holiday entitlement**

- 6.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).
- 6.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year/academic year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday/academic year.
- 6.3 For the avoidance of doubt this covers your full holiday entitlement.
- 6.4 Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

## **7. Arrangements on termination**

- 7.1 On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law.



## **Schedule 8 Disciplinary and capability procedure**

### **1. About this procedure**

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4 This procedure does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Investigations**

- 2.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.
- 2.3 You may be accompanied at an investigation meeting by a trade union representative or a colleague or any other person.

### **3. The hearing**

- 3.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 3.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 3.4 We will inform you in writing of our decision, usually within one week of the hearing.

#### **4. Disciplinary action and dismissal**

4.1 The usual penalties for misconduct or poor performance are:

- (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 6.). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.  
We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

#### **5. Appeals**

5.1 You may appeal in writing within one week of being told of the decision.

5.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

5.3 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

#### **6. Gross misconduct**

6.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

6.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) theft or fraud;
- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination or harassment;
- (h) bringing the organisation into serious disrepute;
- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;

- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.



## **Schedule 9 Grievance procedure**

### **1. About this procedure**

- 1.1 Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

### **2. Step 1: written grievance**

- 2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to an appropriate senior manager.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### **3. Step 2: meeting**

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal and to whom you may appeal.

**4. Step 3: appeals**

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the person specified in your letter (see paragraph 3.5), stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

## **Schedule 10 Sickness absence policy**

### **1. About this policy**

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Reporting when you are sick**

- 2.1 If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work.

### **3. Evidence of incapacity**

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

### **4. Statutory sick pay**

- 4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

### **5. Trust sick pay**

- 5.1 Any entitlement to Trust sick pay is set out in your contract of employment.

### **6. Fit for Work service (FFW)**

- 6.1 FFW is a government-funded occupational health assessment service. The service is intended to assist employees return to work, using a return-to-work plan where appropriate. If you want to know more about FFW please speak to your line manager.

6.2 Once you have been absent for ten days (or on three occasions within a month), either we or your doctor may suggest referring you to FFW. Your doctor may do this before you have been absent for four weeks if they think it would be beneficial for you.

6.3 If your doctor refers you to FFW please let your line manager know, unless you would prefer not to tell us. If your case manager at FFW wishes to speak to us, please ask them to contact your line manager.

## **7. Return-to-work interviews**

7.1 After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:

- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
- (b) confirming you have submitted the necessary certificates;
- (c) updating you on anything that may have happened during your absence;
- (d) raising any other concerns regarding your absence record or your return to work.

## **8. Managing Frequent, regular and high levels of absence**

8.1. Where an individual's absence level meets one of the following trigger points, the senior manager should review the absence levels with the employee at their return to work interview.

- Three or more incidences of absence in any three month period; or
- Six or more incidences of absence in a twelve month period; or
- Ten or more day's sickness absence within a twelve month period.

Please note that in circumstances where employees are part time or where employees work different shift patterns triggers will be pro rata to reflect the employees working pattern; or

- Any other pattern of absence which causes concern e.g. absences occurring on a particular day of the week, absences occurring before and after planned leave, a continuous pattern of absence review meetings, or

- Where an employee has a mixture of short and long term absences, it will be appropriate to manage the employee's absence in accordance with the above procedure.

8.2. In cases where employees have met the trigger point, there may be circumstances where discretion may be used by the Trust, as to whether or not an absence improvement plan is necessary. Although each case will be reviewed individually, the following are examples of circumstances where discretion may be appropriate:

- Emergency health situations which exceed 10 days i.e. hospitalisation
- Where a planned surgical operation takes place and appropriate period of rehabilitation is required.
- Where a period of long term absence has been managed under this policy

8.3 During this meeting, it is important that;

- Concern is expressed about the employee's level of absence
- Discussions at previous meetings are recapped i.e. what the health issue is, what actions have been agreed, what support has already been offered and what the current situation is.
- Any supportive measures are identified which may assist the employee in achieving a satisfactory level of attendance. This may include consideration of reasonable adjustments such as changes to the workload, work practices or work pattern.
- Any adjustments that may be appropriate in accordance with the Equality Act 2010 are identified.
- Discussions are held with the employee as to whether there is anything that they can do to improve their health
- If a referral to Occupational Health has not already been made, it should be considered at this point.
- Clear targets for action/improvement are agreed and a review date of six months from the date of the meeting is set. The targets that should be set are absence levels of no more than 5 working days (pro rata for part time employees) or 3 separate incidences of absence
- Clarifies what further action will be taken if the absence targets are not met

8.4 The discussions and actions should be recorded in a letter and stored in the employees file on School Pod. The senior manager should meet with the employee at 2 month intervals during the six month review period to review progress against the absence targets. If at any point during the six month review period the absence targets have been exceeded, the individual should be invited to a formal health capability meeting.

8.5 Where a satisfactory level of attendance has been achieved, no further absence discussions will be required. However, the employee should be made aware that their attendance must be sustained over the next rolling twelve months. In circumstances where this is not sustained the employee will be invited to a health capability meeting to discuss their attendance.

## **9. Managing Long Term Absence**

9.1 Absences in excess of 28 days (including non-working days) are considered to be 'long term' for the purposes of this policy and the Trust's primary focus is to ensure that those individuals are helped and supported back to work when they feel able to do so. Timescales and approaches outlined in this policy may be subject to change with reference to the circumstances of a particular case.

9.2 After 28 days' absence (or 2 weeks where the absence relates to stress/anxiety or a recurrence of a previous medical condition), the designated senior manager or Head Teacher will arrange for the employee to attend a medical assessment with the Trust's occupational health advisors.

9.3 At the point where medical advice has been received back, the employee will be invited to a meeting to discuss their period of ill health. Senior managers must ensure that three working days' notice is given to the employee and also the right to be accompanied by a trade union representative or work colleague of their choice. The meeting will also be attended by an HR representative to ensure a fair, consistent and sensitive approach is maintained.

9.4 At the meeting the following points should be discussed with the employee;

Progress made and prognosis for return. This could include agreeing a return to work programme and/or adjustments if the employee is likely to become fit to return to work in the near future.

Support available that could help assist recovery and return to work.

The medical report received back from the school's occupational health team.

Establish a return to work plan if appropriate

Information about the impact of continued absence on pay.

What alternatives the employer may wish to explore, i.e. redeployment, ill-health retirement etc.;

Consideration as to whether there is any external assistance which may support an early return to work and/or the maintenance of acceptable levels of absence. This may include government agencies, charitable bodies and other industry and specialist organisations

9.5 Following this meeting and during the period of absence, regular contact should be maintained with the employee concerned. In addition, senior managers should meet with the employee on a monthly basis to discuss their progress. Senior managers must ensure that they make notes of the meetings and write to the employee to confirm the outcome of the meeting and log this letter in the staff members file and on School Pod.

9.6. In circumstances where a return to work has not been achieved within an indicated period of time, it will be appropriate to invite the employee to a health capability meeting to discuss their attendance. This meeting would also be appropriate at the stage where the employee has been absent from work for 3 months.

## **10. Health Capability Meeting**

10.1 At the point where an employee's absence triggers a Health Capability meeting, the senior manager should write to the employee giving them three working days' notice of the meeting and the opportunity to be accompanied by a trade union representative or work companion of their choice. A member of HR should also be present.

10.2 The employee must take all reasonable steps to attend the meeting. If for any reason the date is not suitable, they should advise the senior manager of an alternative time when they are available. This should be within 10 working days of the original date.

10.3 A written warning will be issued at this meeting. This warning will remain on the employee's personal file for a period of twelve months. During this time employee must sustain a satisfactory level of attendance in accordance with the trigger points 8.1

10.4 Where an employee exceeds these triggers within the twelve-month time frame, they should be invited to a Health Capability Hearing.

10.5 In cases of long term sickness absence, it will be appropriate to progress to a Health Capability Hearing where an employee has been absent from work for a substantial period or in circumstances where occupational health advice has been received which suggests that the employee is unable to return to work within an indicated period of time.

10.6 Information regarding the potential for redeployment on grounds of ill-health or retirement on the grounds of ill-health should be sought as early as possible, however this may still be considered at anytime during the process.

## **11. Health Capability Hearing**

11.1 Where employees have been unable to sustain a satisfactory level of attendance despite supportive interventions or has had a continued period of long term sickness absence, a Health Capability hearing should be convened. This meeting should be heard by either the Head Teacher, CEO or panel of governors/trustees depending on the nature of the case.

11.2 At this meeting, a senior manager will be expected to provide and present a report on progress to date, supportive interventions, occupational health guidance and targets agreed.

11.3 Employees should be given three working days' notice of the meeting, and the right to be accompanied by a trade union representative or work companion of their choice. An HR representative should also be present to provide advice on HR Policy and Procedure. The employee must take all reasonable steps to attend the meeting, but if there is a reason why the date is not suitable, the employee should advise the Hearing Officer of this and the hearing will be arranged within 5 working days of the original date.

11.4 Prior to the hearing the employee will receive details of all of the information to be discussed (e.g. occupational health report, details of previous meetings, certificates and sickness figures) and an agenda for the hearing. The documentation should be sent to the employee at least 3 working days before the hearing.

11.5 There are six possible outcomes of the hearing,

No further action is taken where the manager hearing the case believes that a sufficient improvement to attendance / satisfactory performance has been achieved. The employee will be advised that if this is not sustained they will re-enter the process at Section 8.2

A recommendation is made for further occupational health advice and a further review period is set.

Consideration to medical redeployment may be given if this is a recommendation from Occupational Health.

Consideration of the case under a different procedure i.e. capability or disciplinary

Issue of a final written warning with a set period for improvement, advising that a failure to improve could lead to dismissal

Dismissal of employee by reason of health capability.

**12. Appeal Process (follow as per section 13 on schedule in a handbook)**



**Table of paid & unpaid leave**

Category/ Circumstances	Definition	Time Allowed
<b>Discretionary Compassionate Leave (Close Family Member)</b>	Compassionate leave is normally intended for circumstances where there is sudden or serious illness or death of an immediate close family member or life partner (including same sex partners) to support with the grief and bereavement and dealing with any arrangements e.g. husband, wife, partner, father, mother, son, daughter, brother, sister. The leave will reflect what is required in the circumstances and will not necessarily always be 10 days. In exceptional circumstances additional leave may be approved but this will be on an unpaid basis.	<b>Up to 10 days paid depending on circumstances Included within the 10 days is 1 day to attend a funeral</b>
<b>Discretionary leave to attend the funeral of someone who: - is not a member of the immediate family or - is a close personal friend</b>	For example: grandfather, grandmother, grandson, grand-daughter, step-father, step-mother, step-son, step-daughter half-brother, half-sister, father/mother in law, son/daughter-in-law, aunt, uncle, cousin or a close friend.	<b>Up to 1 day unpaid</b>
<b>Discretionary leave to attend a doctor's, dentist or hospital appointment</b>	<p>Employees are normally expected to ensure that appointments for personal visits to the doctor, dentist, hospital etc. are outside of contracted working hours. However, if this is not reasonably practicable, time off from work will be permitted to attend such appointments. Employees should ensure that any time off causes as little disruption as possible, i.e. the appointment is at the beginning or the end of the day. The school reserves the right to see evidence of such appointments, such as a letter or appointment card. Where the appointment is not urgent, and where the time would negatively impact on the employee's area of work, or that of team colleagues, the appointment should be re-arranged to a more suitable time and date wherever possible.</p> <p>Where the Headteacher considers an employee has taken an unreasonable amount of time off for this purpose, the school reserves the right to withdraw payment for such absence, at its discretion and following consultation with the employee. Consideration will be given to the Equality Act 2010 and any statutory right to time off, in all instances.</p>	<b>Paid/unpaid depending on circumstances</b>

	The absence will be recorded as sickness and the necessary self-certification form completed in the normal way.	
<b>Leave for rehabilitation, assessment or treatment because of a disability (discretionary although there is a statutory right to leave considered as a reasonable adjustment)</b>	The Equality Act 2010 identifies the provision of paid time off as a reasonable adjustment. It acknowledges that a disabled person may need to be absent from work for “rehabilitation, assessment or treatment”. There is no evidence that disabled people are more likely to be absent from work than other staff. However, in monitoring absence, due allowance should be made for absences related to a disability. Absences relating to <b>appointments</b> for rehabilitation, assessment or treatment of a disability should be recorded as disability leave. This is paid, and does not affect sick pay entitlements. However, any other periods of absence related to a disability should be classified and recorded as sick leave.	<b>Paid</b>
<b>Disability related sickness absence (discretionary although there is a statutory right to consider leave as a reasonable adjustment)</b>	Disability related sickness absence is sickness absence related to an individual’s disability. For example: an episode or relapse of a disability related condition or time off for recuperation following a period of disability leave for treatment. Also see above section.	<b>Paid in line with Sickness Entitlement</b>
<b>Discretionary Emergency/Dependant’s Leave (statutory right to apply for such leave although granting of such leave is discretionary)</b>	There is a statutory right to unpaid leave to deal with an emergency relating to a dependant (e.g. son/daughter, partner (including same sex partners), and parent). It is expected that this type of leave is taken where the employee has identified short term, rather than long term, caring responsibilities.	<b>Unpaid</b>
<b>Discretionary leave for Fertility Treatment.</b>	As with other medical appointments, the expectation is that fertility treatment occurs outside of contractual working hours where possible. Where it can be shown that there are good reasons why this is not possible, the following will apply. Absence relating to the investigation of a fertility issue will be regarded as sickness absence. In such circumstances, the member of staff will be subject	<b>Paid in line with sickness entitlement</b>  <b>Up to 5 days paid leave in any 12-month period</b>

	<p>to the school's normal sickness absence provisions. Female members of staff personally undergoing treatment themselves should note that sickness absence associated with IVF will not be regarded as 'pregnancy related'.</p> <p><b>Fertility Treatment</b> Members of staff, who have completed 12 months' service, may be granted leave for fertility treatment or the support of a partner undergoing the same.</p> <p><b>Female staff personally undergoing fertility treatment</b> Wherever possible, appointments related to fertility treatment should be arranged outside of working hours. Where this is not possible, a member of staff may be granted up to 5 working days paid leave in any 12 month period for the purpose of receiving and recovering from IVF treatment and to attend appointments specifically associated with the IVF process (i.e. pre-booked interventions for consultant appointments, collection and delivery of eggs, monitoring tests, etc.).</p> <p>Should the member of staff require time off because of the side effects of the treatment, it will be subject to the normal sickness absence entitlement. Sickness absence associated with IVF will not be regarded as 'pregnancy-related'.</p> <p>The paid leave can be taken to suit the member of staff's needs, subject to operational circumstances, e.g. in one block, separate days or half days. The leave entitlement will be pro-rated for part-time members of staff according to their normal weekly working hours.</p> <p><b>Members of staff supporting a partner undergoing fertility treatment</b> If it is an essential requirement within the course of the treatment for the partner to attend a specific appointment, the school will allow eligible employees up to one day's paid leave in any 12-month period to support fertility treatment.</p>	<p><b>Up to 1 day paid leave in any 12-month period.</b></p>
<p><b>Discretionary leave to attend interviews</b></p>	<p>Such leave will be entirely at the discretion of the Headteacher. Any decision will take account of the role being applied for and the likely impact that the absence will have on the school.</p>	<p><b>Paid or unpaid at the discretion of the Headteacher</b></p>
<p><b>Discretionary leave for</b></p>	<p>Wherever possible staff are expected to ensure</p>	<p><b>1 day unpaid</b></p>

<b>moving house</b>	that any house move takes place out of school time. Where it is demonstrated that this is not possible, 1 day's unpaid leave may be granted.	
<b>Discretionary leave to deal with urgent/unforeseen circumstances</b>	Any urgent and unforeseen circumstances (e.g. house fire/burglary/flood) which require urgent attention by an employee and prevents an employee attending work. Reasonable time off will be allowed.	<b>Unpaid</b>
<b>Discretionary leave to attend a child's graduation from University/College</b>	It is recognised that the employee will have no influence over the day when this will occur and that it will normally occur during term time.	<b>1 day unpaid</b>
<b>Discretionary leave to attend a close family wedding</b>	It is recognised that the employee may have no influence over the day when this will occur.	<b>1 day unpaid</b>
<b>Discretionary leave to take professional examinations or for study</b>	It is assumed that the Headteacher will have approved the course of study and that the gaining of the specific qualification will be for the overall benefit of the school. If this is not the case it would not be reasonable for the Headteacher to allow time off during term time. Where the course of study has been approved, the Headteacher will allow time off as appropriate to enable the employee to take examinations. Only in exceptional circumstances would additional time off be allowed for study leave.	Up to 3 days paid leave in each academic year.
<b>Sporting and similar activities</b>	Selection for representative sporting and similar activities may be seen as an honour for the school and highly motivational for students. The Headteacher should therefore consider sympathetically requests for paid leave of absence to participate in such events (e.g. at county or national level). However, extended absences (e.g. tours abroad) would require special consideration in each case.	Paid
<b>Discretionary additional leave for carers</b>	Although it is expected that employees will make arrangements that do not prevent them from carrying out their normal duties, in exceptional circumstances an employee may apply for leave in addition to paid annual leave, to deal with childcare and other caring responsibilities such as assisting a dependant during or after a stay in hospital, moving a dependant to residential or other form of care, helping a dependant through a medical procedure, etc. It is expected that this type of leave is taken where the employee has	Unpaid

	identified long-term, rather than short term, caring responsibilities. The granting of such leave is entirely at the discretion of the Headteacher after taking account of the impact such leave might have on the school.	
<b>Discretionary leave for blood donors</b>	Although it is expected that staff will arrange to donate blood outside of working hours, if there is an opportunity to donate blood locally and it will mean only a short time away from school with minimal disruption, time off with pay will be allowed for this purpose.	Paid
<b>Gender transition</b>	Time off for surgery and recuperation from surgery for gender reassignment will be recorded as sick leave. Other medical appointments relating to the process will be recorded as sick leave when it has not been possible to make them outside of working hours. There may also be a need for some non-medical appointments, for example for electrolysis or speech therapy. These will not qualify for sick leave. Headteachers should reasonably consider requests for unpaid leave or allow annual leave or flexi leave, where the system is in operation, when it has not been possible for these appointments to take place outside of work time. Any reasonable absence because of the effects of treatment for gender reassignment should not be considered for the purposes of action for unsatisfactory attendance.	Paid sick leave or unpaid.
<b>Occupational health appointments</b>	Whilst employees are absent due to sickness, there is an expectation that they will make themselves available to attend any Occupational Health appointments regardless of when the appointment occurs. After returning to work, if any further appointments are made during the normal working pattern, paid time off will be granted to attend.	Paid leave
<b>Religious observances</b>	Headteachers should try to accommodate requests for time away from work for religious observance. This includes religious festivals, time away from work during prayer and adjusting working times to accommodate periods of fasting. The Headteacher and the employee should work together to ensure that there is minimum disruption to the school and that leave (which would be unpaid) is avoided wherever possible.	Unpaid

<b>Strike Action</b>	It is an individual's choice as to whether to join strike action, but a normal day's pay will be deducted for each day the strike action continues and the employee remains off work.	Unpaid
<b>Discretionary leave during adverse weather conditions</b>	Employees have an obligation to present themselves for work each day at and between the times specified in their contracts of employment. During periods of severe inclement weather, if it is shown that the employee has made every effort to attend work but simply could not do so then the absence may be treated as paid leave. If, however, roads/public transport are available for use with only minimal disruption, and the employee still chooses not to attend work, the absence will be treated as unpaid.	Paid or unpaid, depending on circumstances
<b>Discretionary leave for CPD/other training</b>	Training will generally only be approved by a Headteacher when it is essential for either CPD or to enhance capability to the advantage of the school. When it is not possible for such training to take place out of term time, time off will be allowed with pay. Training may however need to be postponed when the needs of the school are such that time off on the dates allocated for the training do not prove to be convenient.	Paid
<b>Leave for medical screening</b>	Wherever possible such screening will take place outside of term time. However, where this is proved to be not possible, necessary paid time off will be granted for medical screening including cancer screening where this is required by the employee's medical advisors.	Paid
<b>Other 'special' discretionary leave</b>		
<b>Leave for Trade Union activities</b>	Where it is necessary for a trade union representative to carry out legitimate trade union business during term time, they will be allowed appropriate time off with pay. It will be expected that most of trade union activity will take place outside of school hours.	Paid
<b>Leave for reservists (Royal Naval Reserves, Royal Marines Reserves, Army Reserve and Royal Auxiliary Air Force)</b>	It will be expected that reservists arrange training outside of term time. In exceptional circumstances the Headteacher may allow paid leave to attend annual training. This is a 15-day continuous training course, sometimes referred to as 'Annual Camp'. This may take place at a training establishment, as an attachment to a Regular Unit,	Paid

	<p>a training exercise or a combination of any of these. Training normally takes place within the UK, although each year some Reservists train overseas.</p> <p><b>Employer’s legal responsibilities under The Reserve Forces (Safeguard of Employment) Act 1985 (SOE 85) are as follows:</b></p> <p>If your Reservist employee is mobilised, when they return you have an obligation to reinstate them in the same role and on equally favourable terms and conditions as before (or as near as practicable).</p> <p>The Ministry of Defence aims to give at least 28 days’ notice of mobilisation, although the Reserve Forces Act 1996 gives no statutory requirement for a warning period prior to a Reservist being called out.</p> <p>If a Reservist is mobilised and you believe their absence would cause serious harm to your business or a related business, you have the right to seek exemption, deferral or revocation of the mobilisation.</p> <p>If your Reservist is mobilised you don’t have to pay them any salary or associated benefits (such as pension or company car) for the duration of their operational duty. A Reservist can claim for any benefits you stop so they won’t be worse off.</p> <p>You are also eligible for financial assistance to cover the costs of finding a temporary replacement or retraining your Reservist employee under certain circumstances on their return.</p> <p>Further information on employing Reservists can be found on the website;  <a href="http://www.sabre.mod.uk/Employers/Employing-a-Reservist">http://www.sabre.mod.uk/Employers/Employing-a-Reservist</a></p>	
<p><b>Leave for public duties</b></p>	<p>Section 50 of the Employment Rights Act 1996 provides for employees to be granted time off work to perform those public duties specified in the section. These are as follows:</p> <ul style="list-style-type: none"> <li>(a) a local authority</li> <li>(b) a statutory tribunal</li> <li>(c) a police authority</li> <li>(d) a board of prison visitors or a prison visiting committee</li> <li>(e) a relevant health body</li> <li>(f) a relevant education body, or</li> <li>(g) the Environment Agency or the Scottish</li> </ul>	<p>Unpaid</p>

	<p>Environment Protection Agency.</p> <p>It is expected that much of the time spent on such duties will be either out of term time or out of normal working hours. However, where this is not possible and there is no adverse effect on the working of the school, unpaid time off may be approved by the Headteacher.</p>	
<p><b>Court Service (witness or jury service)</b></p>	<p>Most court service is for jury service, but employees may also be called as witnesses.</p> <p>Individuals summoned for jury service are expected to attend court unless they are ineligible, disqualified or excused by the court. Jury service can be deferred. Among the categories who qualify for deferral are teachers during term time. Other school staff may not automatically be disqualified if called for jury service during term time.</p> <p>Applications for jury service to be excused on grounds of conflict with work requirements are likely to result in deferral, unless excusal is clearly necessary. Each application will be considered on its own merits, and applications must be made by those who have been summoned – employers cannot make them on employees’ behalf.</p> <p>Employees required attending court for jury service or who are summoned to appear as witnesses will be granted paid leave for this purpose.</p> <p>Jurors are entitled to claim for travel and subsistence and for loss of earnings, up to a maximum daily rate. Where employees are entitled to claim for loss of earnings, they must get their employer to complete the appropriate certificate which is issued to all jurors prior to attending court. The arrangements for employees attending court as witnesses vary considerably.</p> <p>Loss of earnings claims must be made by employees from the Court, and these are offset against salary/wage.</p>	<p>Paid</p>
<p><b>Statutory maternity leave</b></p>	<p>All pregnant employees can take up to 26 weeks’ ordinary maternity leave (OML) and up to 26 weeks’ additional maternity leave (AML), making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.</p> <p>Once an employee has given notice that she is</p>	<p>Paid/unpaid (see separate maternity and paternity guidance)</p>



	<p>pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by a registered medical practitioner, midwife or nurse.</p> <p>To be entitled to take time off for maternity leave and antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant (usually the MATB1). Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.</p>	
<p><b>Statutory parental leave (some discretion when it can be taken)</b></p>	<p>Employees with more than one year's continuous service are entitled to 18 weeks' unpaid leave for each child and adopted child, up to their 18th birthday. Employees need to request leave giving at least 21 days' notice before the intended start date. Parental leave should be taken in blocks of a week or multiples of a week, and should not be taken as "odd days off", unless the employer agrees otherwise or the child is disabled.</p> <p>Employees cannot take off more than four weeks during a year. A week is based on an employee's working pattern. This entitlement is in addition to any rights to maternity/adoption and/or paternity leave or shared parental leave. Requests for such leave may be postponed for up to six months other than where parental leave has been requested immediately after childbirth/maternity leave or immediately after placement for adoption.</p>	<p>Up to 4 weeks a year unpaid (18 weeks maximum up to child's 18<sup>th</sup> birthday)</p>
<p><b>Statutory paternity leave</b></p>	<p>An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided he/she has 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the week in which the child is expected.</p> <p>Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. For more information on adoption rights, please see the separate guidance on Ask Schools' Choice. Either adoptive parent may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. In respect of an adopted child, the employee must have 26 weeks' continuous service by the</p>	<p>2 weeks paid leave to be taken within 56 days of the birth or adoption of a child</p>

	<p>week in which the child’s adopter is notified of having been matched with the child for adoption. To qualify for paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child’s mother.</p> <p>Paternity leave must be taken in a single block of one or two weeks within 56 days of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within 56 days of the expected date of childbirth. Paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.</p>	
<b>Statutory shared parental leave</b>	<p>Shared parental leave is a relatively new right that may enable eligible mothers, fathers, partners and adopters to choose how to share time off work after their child is born or placed for adoption. This could mean that the mother or adopter shares some of the leave with her or his partner, perhaps returning to work for part of the time and then resuming leave later.</p> <p>The first two weeks of the 52-week entitlement must be taken by the mother or primary adopter, but the remaining 50 weeks’ entitlement and pay can be shared or split between both parents, if they meet the eligibility criteria.</p>	<p>First 2 weeks taken only by the mother  Remaining 50 weeks can be shared between parents  Paid/unpaid – see separate Shared Parental Leave policy</p>
<b>Statutory adoption leave</b>	<p>For the primary adopters of children matched for adoption the rights to adoption leave and pay mirror maternity leave and pay.</p> <p>Primary adopters can take up to 26 weeks’ ordinary adoption leave (OAL) and up to 26 weeks’ additional adoption leave (AAL), making a total of 52 weeks. This is regardless of the number of hours they work or their length of service.</p> <p>Additional adoption leave begins on the day after ordinary adoption leave ends.</p>	<p>Paid/unpaid – see separate adoption guidance</p>

## **Schedule 11 Time off for antenatal appointments policy**

### **1. About this policy**

- 1.1 This policy outlines the statutory right to take time off to attend antenatal appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Time off if you are pregnant**

- 2.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

### **3. Time off for accompanying a pregnant woman: eligibility**

- 3.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:
  - (a) you are the baby's father;
  - (b) you are the pregnant woman's spouse, civil partner or cohabiting partner;
  - (c) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

### **4. Time off for accompanying a pregnant woman: how to book time off**

- 4.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
  - (a) that you meet one of the eligibility criteria in paragraph 3.;
  - (b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
  - (c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

**5. Time off for accompany a pregnant woman: amount of time off**

- 5.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 5.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.
- 5.3 Time off to attend these appointments is unpaid.
- 5.4 Further time off for antenatal appointments is at our absolute discretion

## **Schedule 12 Time off for adoption appointments policy**

### **1. About this policy**

- 1.1 This policy outlines the statutory right to take time off to attend adoption appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Time off for an adoption appointment**

- 2.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 2.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

### **3. If you are adopting a child with another person**

- 3.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.
- 3.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.
- 3.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

### **4. If you are adopting a child alone**

- 4.1 If you are adopting a child alone, you are treated as the primary adopter.

**5. If you are adopting more than one child**

5.1 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

**6. Amount of time off**

6.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

6.2 If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

6.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

**7. How to book time off**

7.1 Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:

- (a) The date and time of the appointment.
- (b) That the appointment has been arranged or requested by the adoption agency.
- (c) Whether you are adopting a child alone or jointly with another person.
- (d) If you are adopting with another person, whether you are electing to take paid or unpaid time off.

7.2 If you are an agency worker you may have to notify your agency as well. You should check with the agency.

7.3 We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

## **Schedule 13 Maternity policy**

### **1. About this policy**

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Entitlement to maternity leave**

- 2.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

### **3. Notification**

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
  - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
  - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).
- 3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

### **4. Starting maternity leave**

- 4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.
- 4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 4.5 The law says that we cannot allow you to work during the two weeks following childbirth.

## **5. Maternity pay**

- 5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us 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. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.
- 5.2 Any entitlement to Trust maternity pay and qualifying criteria is set out in the Pay policy included within this handbook.

## **6. During maternity leave**

- 6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 6.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over and must be taken within three months of returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.



**7. Keeping in touch**

- 7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your line manager.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

**8. Returning to work**

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and 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.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **Schedule 14 Adoption policy**

### **1. About this policy**

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency.
- 1.2 Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 1.3 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Entitlement to adoption leave**

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
  - (a) You are adopting a child through a UK or overseas adoption agency.
  - (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
  - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

### **3. Notification requirements**

- 3.1 Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).
- 3.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.
- 3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

#### **4. Starting adoption leave**

- 4.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

#### **5. Adoption pay**

- 5.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us 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. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.
- 5.2 Any entitlement to Trust adoption pay and qualifying criteria is set out in the Pay policy included within this handbook.

#### **6. During adoption leave**

- 6.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken within three months of returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform Pensions Administrator that you wish to make up any shortfall.

#### **7. Keeping in touch**

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

- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with your line manager.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

**8. Returning to work**

- 8.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **Schedule 15 Paternity policy**

### **1. About this policy**

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 You may be entitled to time off to accompany your partner to antenatal appointments or to attend adoption appointments. For more information see the Time Off For Antenatal Appointments Policy or the Time Off For Adoption Appointments Policy.
- 1.4 In some cases, you and your partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. This applies where the Expected Week of Childbirth (EWC) starts on or after 5 April 2015, or if a child is placed with you for adoption on or after that date. This does not affect your right to take two weeks' paternity leave around the time of birth or placement. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

### **2. Entitlement to paternity leave**

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:
  - (a) you are the biological father and will have some responsibility for the child's upbringing; or
  - (b) you are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

### **3. Taking paternity leave**

- 3.1 Paternity leave is a period of one- or two-weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:

- (a) the Expected Week of Childbirth;
- (b) whether you intend to take one week or two weeks' leave; and
- (c) when you would like your leave to start.

3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

#### **4. Paternity pay**

4.1 Statutory paternity pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

4.2 Any entitlement to Trust paternity pay and qualifying criteria is set out in the **schedule 10** sickness absence policy (table of paid and unpaid leave) included within this handbook.

#### **5. During paternity leave**

5.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

5.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that cannot reasonably be taken before your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your manager agrees otherwise.

5.3 If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

## **Schedule 16 Shared parental leave (birth) policy**

### **1. About this policy**

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Frequently used terms**

- 2.1 The definitions in this paragraph apply in this policy.  
**Expected week of childbirth (EWC):** 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:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.  
**Qualifying Week:** the fifteenth week before the EWC.

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

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### **4. Entitlement to SPL**

- 4.1 You are entitled to SPL in relation to the birth of a child if:
  - (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
  - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
  - (c) 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).
- 4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) 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
- (c) 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.

4.3 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).

4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers.

4.5 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.

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

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) 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;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many 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);
- (f) 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);
- (g) how many weeks of available ShPP 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);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9. and paragraph 10. for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and



- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **6. Ending your maternity leave**

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us 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.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5.) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
  - (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (b) 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
  - (c) if the other parent has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4(b) applies.

## **7. Ending your partner's maternity leave or pay**

- 7.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:
  - (a) returned to work;
  - (b) given her employer a curtailment notice to end her maternity leave;
  - (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
  - (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

## **8. Evidence of entitlement**

- 8.1 You must also provide on request:
  - (a) 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
  - (b) The name and address of the other parent's employer (or a declaration that they have no employer).

## **9. Booking your SPL dates**

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least one week.
- 9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10 below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

## **10. Procedure for requesting split periods of SPL**

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached 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, they will be combined into one 12-week period of leave). Alternatively, you may:
- (a) 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
  - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

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

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10..
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) it is a result of your child being born earlier or later than the EWC;
  - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
  - (c) it is at our request; or
  - (d) we agree otherwise.

## **12. Premature birth**

- 12.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:
- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
  - (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

### **13. Shared parental pay**

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us 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 by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
- 13.3 Any entitlement to shared parental leave pay and qualifying criteria is set out in the Pay policy included within this handbook.

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

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 14.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken within three months of returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 14.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

### **15. Keeping in touch**

- 15.1 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.
- 15.2 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.
- 15.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

**16. Returning to work**

- 16.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.
- 16.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 16.3 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:
- (a) 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
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 16.4 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.
- 16.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **Schedule 17 Shared parental leave (adoption) policy**

### **1. About this policy**

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Frequently used terms**

- 2.1 The definitions in this paragraph apply in this policy.  
**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.  
**Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

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

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### **4. Entitlement**

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
  - (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
  - (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and

- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).
- 4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- 4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.
- 4.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

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

- 5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:
  - (a) your name and your partner's name;
  - (b) if you are taking adoption leave, your adoption leave start and end dates;
  - (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
  - (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
  - (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
  - (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
  - (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
  - (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9. and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
  - (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **6. Ending your adoption leave**

- 6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5.) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
- 6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
- (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (b) if your partner has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

## **7. Ending your partner's adoption leave or pay**

- 7.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
- (a) returned to work;
  - (b) given their employer a curtailment notice to end adoption leave; or
  - (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## **8. Evidence of entitlement**

- 8.1 You must provide on request:
- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
  - (b) The name and address of your partner's employer (or a declaration that they have no employer).

## **9. Booking your SPL dates**

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least one week.
- 9.4 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.



- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10 below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

## **10. Procedure for requesting split periods of SPL**

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached 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, they will be combined into one 12-week period of leave). Alternatively, you may:
- (a) 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
  - (b) 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).

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

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.

- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
  - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
  - (c) the variation is at our request; or
  - (d) we agree otherwise.

## **12. Shared parental pay**

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us 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.
- 12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
- 12.3 Any entitlement to shared parental pay and qualifying criteria is set out in the Pay policy included within this handbook.

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

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken within three months of returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

**14. Keeping in touch**

- 14.1 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.
- 14.2 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 adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 14.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

**15. Returning to work**

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.
- 15.3 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:
  - (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 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.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **Schedule 18 Parental leave policy**

### **1. About this policy**

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Entitlement to parental leave**

- 2.1 To be eligible for parental leave, you must:
  - (a) have at least one year's continuous employment with us;
  - (b) have or expect to have responsibility for a child; and
  - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

### **3. Taking parental leave**

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

### **4. Notification requirements**

- 4.1 You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

## **5. Evidence of entitlement**

5.1 We may ask to see evidence of:

- (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
- (b) the child's date of birth or date of adoption placement.

## **6. Our right to postpone parental leave**

6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).

6.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.

6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

## **7. Terms and conditions during parental leave**

7.1 Parental leave is unpaid.

7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

## **Schedule 19 Time off for dependents policy**

### **1. About this policy**

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Reasonable unpaid time off**

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
  - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
  - (b) make longer-term care arrangements for a dependant who is ill or injured;
  - (c) take action required in consequence of the death of a dependant;
  - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
  - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
  - (a) your spouse, civil partner, parent or child;
  - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.14.1.
- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager.
- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than two days. However, we will always consider each set of circumstances on their facts.

**3. Exercising the right to time off**

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:
- (a) the reason for your absence; and
  - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

## **Schedule 20 Compassionate leave policy**

### **1. About this policy**

- 1.1 Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Entitlement**

You are entitled to take paid compassionate leave as set out in **Schedule 10** sickness absence policy (table of paid and unpaid leave) within this handbook, this is in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

- 2.1 We may exercise our discretion to grant a period of paid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 2.2 If you are still unable to return to work following an authorised period of compassionate leave you should contact your line manager. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

### **3. Requesting compassionate leave**

- 3.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.
- 3.2 Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.
- 3.3 In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons. If you are dissatisfied with this decision you may make a complaint under our Grievance Procedure.



## **Schedule 21 Flexible working policy**

### **1. About this policy**

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Eligibility**

- 2.1 To be eligible to make a flexible working request, you must:
  - (a) be an employee;
  - (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
  - (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

### **3. What is a flexible working request?**

- 3.1 A flexible working request under this policy means a request to do any or all of the following:
  - (a) to reduce or vary your working hours;
  - (b) to reduce or vary the days you work;
  - (c) to work from a different location (for example, from home).

### **4. Making a flexible working request**

- 4.1 Your flexible working request should be submitted to us in writing and dated. It should:
  - (a) state that it is a flexible working request;
  - (b) explain the change being requested and propose a start date;
  - (c) identify the impact the change would have on the business and how that might be dealt with; and
  - (d) state whether you have made any previous flexible working requests.

### **5. Meeting**

- 5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## **6. Decision**

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
  - (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet customer demand;
  - (c) inability to reorganise work among existing staff;
  - (d) inability to recruit additional staff;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;
  - (g) insufficiency of work during the periods that you propose to work; or
  - (h) planned changes.
- 6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

## **7. Appeal**

- 7.1 You may appeal in writing within 14 days of receiving our written decision.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

## **Schedule 22 Time off for public duties policy**

### **1. About this policy**

- 1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Jury service**

- 2.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. Please refer to the 'sickness absence policy', table of paid and unpaid leave for more information.

### **3. Voluntary public duties**

- 3.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 3.2 If you are unsure whether a public service that you perform is covered by this policy you should speak to your line manager.
- 3.3 As soon as you are aware that you will require time off for performance of a public service you should notify your line manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.
- 3.4 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.
- 3.5 Please refer to **schedule 10**, sickness absence policy (table of paid and unpaid leave) for more information.

### **4. Reserve forces duties**

- 4.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.

- 4.2 Please refer to **schedule 10**, sickness absence policy (table of paid and unpaid leave) for more information.
- 4.3 If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).
- 4.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 4.5 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

## **Schedule 23 Time off for training policy**

### **1. About this policy**

- 1.1 We are committed to developing the skills of our employees and recognise that training can benefit us and our staff. Staff should receive training appropriate to their role, subject to business need, operational and budgetary considerations.
- 1.2 Eligible employees also have a statutory right to request time off work for study or training. The purpose of this policy is to provide a framework within which we can consider those requests.
- 1.3 No-one who requests time off under this policy will be subjected to any detriment or lose any career opportunities as a result.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Who is covered by this policy?**

- 2.1 This policy applies to employees. It does not apply to agency workers, consultants or self-employed contractors.
- 2.2 The following are not covered:
  - (a) employees of compulsory school age;
  - (b) (in Wales and Scotland only) employees aged 16 to 18 who have the statutory right to reasonable paid time off for study or training under sections 63A-C of the Employment Rights Act 1996;
  - (c) employees aged 16 to 17 who do not have at least two A-levels (or equivalent) and who are required by the Education Act 2008 to undertake a minimum level of education or accredited training; and
  - (d) employees aged 18 who are still completing a course started under [paragraph 2.2\(b\)](#) or paragraph 2.2(c) above.

### **3. Personnel responsible for this policy**

- 3.1 Our board of trustees (the board) has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to line managers.
- 3.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
- 3.3 Managers are responsible for identifying and monitoring staff training and development needs on an ongoing basis. Employees who wish to undertake any form of training relevant to their role should raise the matter informally with their managers in the first instance.

### **4. When can staff request time off to train?**

- 4.1 To be eligible to make a formal request under this policy, you must:
  - (a) be an employee;

- (b) have worked for us continuously for 26 weeks at the date your request is made;
- (c) have made no previous formal requests under this policy in the last 12 months.

4.2 We will ignore the fact that a request was made less than 12 months ago in the following circumstances:

- (a) if we agreed to the earlier request but the training was cancelled or you were unable to start it because of unforeseen circumstances that were not your fault; or
- (b) if you withdrew the earlier request because it was not valid.

## **5. What type of training is covered?**

5.1 Any type of study or training can be requested under this policy. It does not matter how or where it takes place. For example, it could be:

- (a) training provided in the workplace;
- (b) a one-day training course provided by an external training provider;
- (c) a part-time college course;
- (d) an online training module (e-learning);
- (e) a distance learning course.

5.2 The study or training does not need to lead to a formal qualification. The only limitation is that it must be for the purpose of:

- (a) improving your effectiveness at work; and
- (b) improving the performance of our business.

## **6. Making a formal time off to train request**

6.1 To make a formal request under this policy you should submit it in writing to your line manager. Please include the following information:

- (a) a statement that the request is made under this policy;
- (b) the date of the request;
- (c) the subject matter of the study or training;
- (d) where and when it would take place;
- (e) who would provide or supervise it;
- (f) what qualification (if any) it would lead to;
- (g) how you think the study or training would improve your effectiveness at work;
- (h) how you think the study or training would improve the performance of the business; and
- (i) if you have made any previous application under this policy, the date of that application and how it was made (for example, whether it was by email or letter and who you sent it to).

6.2 If we agree to your request without the need for a meeting, we will tell you in writing and include the information in paragraph 8.1.

6.3 We will treat your request as withdrawn if:

- (a) you tell us you are withdrawing the request;
- (b) you fail to attend two meetings under paragraph 5. or paragraph 7. without reasonable cause; or

(c) you unreasonably refuse to provide information we need to consider your request. In those cases, your line manager will write to confirm that your request has been treated as withdrawn. You will not normally be able to make another formal request for 12 months from the date of your original request (see paragraph 4.).

## **7. Meeting**

7.1 Your line manager will arrange to hold a meeting with you at a mutually convenient time and place, usually within 28 days of receiving your formal request (unless paragraph 7.2 applies or we have agreed a longer time limit in writing under paragraph 11).

7.2 If the person who would ordinarily hold the meeting is on annual leave or sick leave at the time of your request, the meeting will be held within 28 days of their return or within 8 weeks of your request, whichever is sooner.

7.3 The meeting will be used to discuss your request and, if appropriate, explore any alternatives.

7.4 You may bring a colleague to the meeting as a companion if you wish. Your companion may speak during the meeting and confer privately with you, but should not answer questions on your behalf.

7.5 If your chosen companion is unable to attend at the time set for the meeting, you should contact your line manager and we will try to rearrange the meeting. If the meeting cannot be rearranged within seven days of the original date, we may suggest that you bring a different companion or come alone.

7.6 We will tell you our decision in writing within 14 days of the meeting unless we have agreed a longer time limit in writing.

## **8. If we agree to your request**

8.1 Where we agree to all or part of your request we will give you a written and dated notice containing the following information:

- (a) which part of your request is agreed;
- (b) if any part is not agreed, the information in paragraph 9.1;
- (c) the subject of the agreed study or training;
- (d) where and when it will take place;
- (e) who will provide or supervise it;
- (f) what qualification (if any) it will lead to;
- (g) any changes to your working hours in order to accommodate the agreed study or training;
- (h) whether you will be paid for carrying out the study or training;
- (i) how any tuition fees or other direct costs of the agreed study or training will be met.

8.2 In some cases, we may suggest changes to your request. For example, we may suggest a different course of study or training, or we may suggest an alternative time or place. These may be discussed at the meeting or may require discussion afterwards. The written notice of our

decision will set out any changes that you have agreed to. We will ask you to sign and return a copy of the notice to show your agreement.

8.3 We do not have to pay you while you are taking time off for study or training requested under this policy, unless this is necessary in order to comply with minimum wage legislation. However, in some cases we may agree to pay you for some or all of the time off.

8.4 We do not have to pay the costs of study or training requested under this policy (including any associated costs such as travel expenses). However, in some cases we may agree to meet some or all of those costs.

## **9. If we reject all or part of your request**

9.1 Where we reject all or part of your request, we will give you a written and dated notice containing the following information:

- (a) which part of your request is rejected;
- (b) if any part is agreed, the relevant information in paragraph 8.1 above;
- (c) which of the grounds for rejection set out below applies and why; and
- (d) the appeal procedure.

9.2 We may reject your request for any of the following reasons:

- (a) that the proposed study or training would not in our view improve your effectiveness at work and the performance of the business;
- (b) the burden of additional costs;
- (c) detrimental effect on ability to meet customer demand;
- (d) inability to reorganise work among existing staff;
- (e) inability to recruit additional staff;
- (f) detrimental impact on quality;
- (g) detrimental impact on performance;
- (h) insufficiency of work during the periods that you propose to work;
- (i) planned structural changes; or
- (j) any other reasons that the Government sets out in future regulations.

## **10. Appeal**

10.1 You may appeal if we reject all or part of your request. Your appeal must:

- (a) be in writing and dated;
- (b) set out the grounds on which you are appealing; and
- (c) be sent to the person named in the outcome letter (see paragraph 9.1) no more than 14 days after you receive the written notice of our decision.

10.2 We may decide to uphold your appeal in full without a meeting. In all other cases, arrangements will be made for an appeal meeting to take place within 14 days of receiving your appeal, unless we have agreed a longer time limit in writing). The meeting will be held at a convenient time for all those attending and you may bring a colleague as a companion.

10.3 The appeal meeting will be held by a member of the senior management team. Your manager may also be present.



10.4 We will tell you the outcome of the appeal in writing within 14 days of the meeting, unless we have agreed a longer time limit in writing). That decision will be final and you will not be able to make another formal request until 12 months after the date of your original request.

10.5 If we uphold your appeal, we will give you the information set out in paragraph 8.1 above.

10.6 If we reject your appeal, we will explain our reasons to you in writing.

**11. If we need more time**

There may be exceptional occasions when it is not possible to adhere to the time limits in this policy. For example, we may need to delay holding a meeting or notifying you of the decision. We will ask for your agreement to extend the time limit, and will confirm in writing any agreement reached. In many cases this will be in your interests as it will enable the appropriate person to consider your request properly.

**12. Changes to agreed study or training arrangements**

12.1 You must tell us in writing immediately if:

- (a) you do not start the agreed study or training for any reason (for example, if it is cancelled);
- (b) you do not complete the agreed study or training; or
- (c) you undertake (or wish to undertake) a different course of study or training.

12.2 You should also tell us immediately if you become aware of any changes to agreed study or training, including changes to the timing or content of the course.

## **Schedule 24 Health and safety policy**

**Please also refer to our Health & Safety Policy published on the policies section of the Raedwald Trust website.**

### **1. About this policy**

- 1.1 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.
- 1.2 The board of trustees has overall responsibility for health and safety and the operation of this policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

### **2. Your responsibilities**

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to your line manager or the board of trustees.
- 2.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.
- 2.4 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

### **3. Information and consultation**

- 3.1 We will inform and consult directly with all staff regarding health and safety matters.

### **4. Training**

- 4.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 4.2 Staff will be given a health and safety induction and provided with appropriate safety training.

### **5. Equipment**

- 5.1 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

### **6. Accidents and first aid**

- 6.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.

- 6.2 All accidents and injuries at work, however minor, should be reported to your line manager and recorded in the Accident Book which is held with the Headteacher or Head of School on each site.
- 7. Fire safety**
- 7.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 7.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point.
- 7.3 Fire drills will be held at least every 12 months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.
- 8. Risk assessments and measures to control risk**
- 8.1 We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.
- 9. Computers and display screen equipment**
- 9.1 If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.
- 9.2 Further information on workstation assessments, eye tests and the use of DSE can be obtained from your line manager.

## **Schedule 25 Smoking policy**

### **1. About this policy**

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.

### **2. Where is smoking banned?**

- 2.1 Smoking is not permitted, apart from designated areas. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 No-smoking signs are displayed at the entrances to our workplace.
- 2.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

### **3. Where is smoking permitted?**

- 3.1 You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

### **4. Breaches of the policy**

- 4.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## **Schedule 26 Stress at work policy**

### **1. About this policy**

- 1.1 We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate. In particular, we will:
- (a) Promote a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.
  - (b) Use staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work.
  - (c) Provide a workplace free from harassment, bullying and victimisation.
  - (d) Address violence, aggression and other forms of inappropriate behaviour through disciplinary action.
  - (e) Ensure risk assessments include or specifically address workplace stress.
  - (f) Maintain an appraisal process to ensure the suitability of workloads, supported by a capability procedure.
  - (g) Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
  - (h) Follow comprehensive change management procedures.
  - (i) Provide support for staff affected by or absent by reason of stress.
- 1.2 This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Personnel responsible for the policy**

- 2.1 Our board of trustees (the board) has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to line managers. We will monitor the development and dissemination of good practice, the recognition of the symptoms of stress, awareness of and effectiveness of this policy to ensure it is achieving its stated objectives.
- 2.2 All managers have a responsibility and are encouraged to seek advice on how to recognise stress in the staff they manage.
- 2.3 You must ensure that you familiarise yourself with the policy and act in accordance with its aims and objectives. You must speak to your manager if you experience or are aware of a situation that may lead to a stress problem. You must plan and organise your work to meet personal and organisational objectives and co-operate with support, advice and guidance you may be offered by your line manager.

### **3. What is stress?**

- 3.1 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 3.2 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.
- 3.3 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.
- 3.4 We recognise that what triggers stress and the capacity to deal with stress varies from person to person. Individuals react to similar situations in different ways.

### **4. Legal obligations**

- 4.1 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.
- 4.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

### **5. Support**

- 5.1 We have measures in place to assist staff who may be suffering from stress:
  - (a) EAP Scheme
- 5.2 Managers should work with the Human Resources Department and Occupational Health (where applicable) to provide support to staff suffering from stress. They should:
  - (a) Promote a culture of open communication and encouragement.
  - (b) Effectively plan and provide feedback on performance.
  - (c) Ensure that staff receive necessary training.
  - (d) Monitor workloads and reallocate work where necessary to avoid harmful levels of stress.
  - (e) Ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.

### **6. Resolving stress**

- 6.1 If you believe you are suffering from stress you should discuss this with your manager or supervisor in the first instance. If you feel unable to do so you should contact another suitable Manager.
- 6.2 Once an issue affecting your health comes to the attention of your manager or supervisor steps will be taken to address that issue. Those steps may include any of the following:

- (a) A workload review, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied.
- (b) Where appropriate, investigation under our Disciplinary and/or Grievance Procedures.
- (c) Referral for medical advice, treatment and/or a medical report to be provided by Schools Choice HR service, our medical advisers or any specialist or GP who has been treating you.
- (d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

6.3 Schools Choice HR services will continue to be used appropriately to help staff overcome problems associated with work-related stress as well as other stress and the impact that has on their ability to do their duties.

## **7. Absence due to stress**

7.1 If you are absent due to stress you should follow the sickness absence reporting procedure contained in your contract and/or our Sickness Absence Policy.

7.2 In cases of prolonged or repeated absence the procedure set out in our Sickness Absence Policy and Capability Procedure will apply.

## **8. Confidentiality**

8.1 Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

8.2 Breach of confidentiality may give rise to disciplinary action.

8.3 However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

## **9. Protection for those reporting stress or assisting with an investigation**

9.1 Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

9.2 If you feel you have been subjected to any such intimidation or victimisation, you should seek support from your line manager. You may also raise a complaint in accordance with our Grievance Procedure.

9.3 If, after investigation, you are found to have provided false information in bad faith, you will be subject to action under our Disciplinary Procedure.

## **Schedule 27 Substance misuse policy**

### **1. About this policy**

- 1.1 We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 1.2 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
  - (a) All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.
  - (b) Staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
  - (c) Staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- 1.3 This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.
- 1.4 We will not accept staff arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.
- 1.5 This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.6 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Personnel responsible for this policy**

- 2.1 Our board of trustees (the board) has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to line managers.
- 2.2 All managers have a specific responsibility to operate within the boundaries of this policy, to ensure that all staff understand the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

### **3. Identifying a problem**

- 3.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.



3.2 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

#### **4. Alcohol and drugs at work**

4.1 Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

4.2 You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

4.3 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.

4.4 Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any unacceptable conduct. Any such behaviour may lead to disciplinary action.

4.5 You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.

4.6 If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager without delay.

#### **5. Searches**

5.1 We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing, vehicles and packages.

5.2 Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure and the relevant authority informed.

#### **6. Managing suspected substance misuse**

6.1 Where a manager considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from Occupational Health and/or Schools Choice HR service.

- 6.2 If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:
- (a) discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
  - (b) where appropriate, offer to refer you for medical and/or specialist advice.
- 6.3 If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs, they shall immediately conduct an investigation.
- 6.4 Your line manager may ask for your consent to approach your GP or the Occupational Health Department/Schools Choice HR service for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.
- 6.5 If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to Schools Choice HR service, or an independent Occupational Health Advisor, appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

## **7. Providing support**

- 7.1 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include:
- (a) Referral to appropriate treatment providers, where necessary in conjunction with your GP.
  - (b) Time off work to attend treatment and recognition of any periods of absence for such treatment as periods of sickness absence.
  - (c) Adjusting your duties or other support [as recommended by [the Occupational Health Department or] your GP or specialist during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.
- 7.2 If you do not finish a programme of treatment, or your recovery and return to work does not go as planned, your manager will meet with you to decide what further action if any should be taken.

## **8. Confidentiality**

- 8.1 We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

## **9. Performance and disciplinary issues**

- 9.1 If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

- 9.2 Our intention is to support all staff with alcohol or drug-related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

## **Schedule 28 Data protection policy**

Please also refer to our Data Protection Policy published on the policies section of the Raedwald Trust website.

### **1. About this policy**

- 1.1 This Data Protection Policy sets out your rights and obligations in relation to your Personal Data and the personal data of third parties that you may come into contact with during the course of your employment.
- 1.2 This Data Protection Policy applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.
- 1.3 This Data Protection Policy applies to all Trust Personnel ("you", "your"). You must read, understand and comply with this Data Protection Policy when Processing Personal Data on our behalf. This Data Protection Policy sets out what we expect from you in order for the Trust to comply with applicable law. Your compliance with this Data Protection Policy is mandatory. Any breach of this Data Protection Policy may result in disciplinary action.

### **2. Scope**

- 2.1 The board of trustees and management are responsible for ensuring all Trust Personnel comply with this Data Protection Policy and are responsible for implementing appropriate practices, processes, controls and training to ensure such compliance.
- 2.2 The Data Protection Officer (DPO) is responsible for overseeing this Data Protection Policy.

### **3. Key terms**

- 3.1 **Automated Decision-Making (ADM):** when a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.
- 3.2 **Automated Processing:** any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.
- 3.3 **Trust Personnel:** all employees, workers contractors, agency workers, consultants, directors and members.

- 3.4 **Consent:** agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them.
- 3.5 **Data Controller:** the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Trust Personnel and Personal Data used in our business for our own commercial purposes.
- 3.6 **Data Subject:** a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.
- 3.7 **Data Privacy Impact Assessment (DPIA):** tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programs involving the Processing of Personal Data.
- 3.8 **Data Protection Officer (DPO):** the person required to be appointed in specific circumstances under the GDPR. Where a mandatory DPO has not been appointed, this term means a data protection manager or other voluntary appointment of a DPO or refers to the Trust data privacy team with responsibility for data protection compliance.
- 3.9 **EEA:** the 28 countries in the EU, Iceland, Liechtenstein and Norway.
- 3.10 **Explicit Consent:** consent which requires a very clear and specific statement.
- 3.11 **General Data Protection Regulation (GDPR):** the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.
- 3.12 **Personal Data:** any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.
- 3.13 **Personal Data Breach:** any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

- 3.14 **Privacy by Design:** implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR.
- 3.15 **Privacy Notices (also referred to as Fair Processing Notices):** separate notices setting out information that may be provided to Data Subjects when the Trust collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one-time privacy statements covering Processing related to a specific purpose.
- 3.16 **Processing or Process:** any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.
- 3.17 **Pseudonymisation or Pseudonymised:** replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.
- 3.18 **Sensitive Personal Data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

#### **4. Data Protection Principles**

- 4.1 The Raedwald Trust shall comply with the principles of the General Data Protection Regulations (GDPR). The GDPR states that personal data must be:
- Processed lawfully, fairly and in a transparent manner
  - Collected for specified, explicit and legitimate purposes
  - Adequate, relevant and limited to what is necessary to fulfil the purposes for which it is processed
  - Accurate and, where necessary, kept up to date
  - Kept for no longer than is necessary for the purposes for which it is processed
  - Processed in a way that ensures it is appropriately secure.
- 4.2 We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

#### **5. Data subject: general rights**

- 5.1 You can expect the Trust to comply with the requirements of data protection legislation, which includes all employees and contractors who handle Personal Data on behalf of the Trust.

- 5.2 The Trust will utilise privacy notices to inform individuals of the reasons for processing their Personal Data, how it uses such data and the legal basis for processing. It will not process Personal Data about individuals for other reasons.
- 5.3 Where the Trust processes special categories of Personal Data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with the rules relating to special categories of data and criminal records data.
- 5.4 The Trust will update HR-related Personal Data promptly if an individual advises that their information has changed or is inaccurate.
- 5.5 Personal Data gathered during the employment or engagement of an employee, worker, contractor, volunteer, or intern is held in the individual's personal file (in hard copy or electronic format, or both) and on HR systems. The periods for which the Trust holds HR-related Personal Data or the explanation for its retention are contained in its document retention schedule.

**6. Data subject: right to request their personal data (subject access requests)**

- 6.1 You have the right to make a subject access request. If you make such a request, the Trust will tell you:
- (a) whether or not your data is processed and if so why; the categories of Personal Data concerned and the source of the data if it is not collected from you;
  - (b) to whom your data may be disclosed, including any recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;
  - (c) for how long your Personal Data is stored or how that period is decided;
  - (d) your rights to rectification or erasure of data, or to restrict or object to processing;
  - (e) your right to complain to the Information Commissioner if you think the Trust has failed to comply with your data protection rights; and
  - (f) whether or not the Trust carries out any automated decision-making and the logic involved in such decision-making.
- 6.2 The Trust will also provide you with a copy of the Personal Data undergoing processing. This will normally be in electronic form if you have made the request electronically, unless you request otherwise.
- 7. Data subject: making a subject access request**
- 7.1 To make a subject access request, you should send your request to the Trust. In some cases, the Trust may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and the documents we require.
- 7.2 We will normally respond to a request within one calendar month from the date we receive it. In some cases, such as where the Trust processes large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to the individual within one month of receiving the original request to tell them if this is the case.
- 7.3 If a subject access request is manifestly unfounded or excessive, the Trust is not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based

on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you that this is the case and whether or not we will respond to it.

## **8. Data subject: rights regarding the handling of their personal data**

### **8.1 You have rights when it comes to how we handle your Personal Data. These include rights to:**

- (a) Request access to the personal data we hold about you, free of charge in most cases. This is known as a Subject Access Request. To help you exercise this right we provide a form on our website. Hard copies of the form can be requested from the school reception. We ask that SARs are made using the form so that we can ensure that we provide the information requested however subject access request can also be made verbally or by letter or email.
- (b) The correction of your personal data when incorrect, out of date or incomplete.
- (c) Require the school to delete or stop processing your data, for example where the data is no longer necessary for the purpose of processing.
- (d) Object to the processing of your data where the school is relying on its legitimate interests as the legal ground for processing.
- (e) Withdraw consent. Whenever you have given us your consent to use your personal data, you have the right to change your mind at any time and withdraw that consent.
- (f) Make a complaint to the supervisory authority.  
In limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine-readable format.

**If we are not able to access your request, we will explain to you the reasons why.**

## **9. Data controller: responsibilities**

9.1 You are responsible for assisting the Trust to keep your Personal Data up to date. You should let the Trust know if Personal Data provided to the Trust changes (e.g. you change your address).

9.2 As part of your duties you may have access to the Personal Data of colleagues, customers or clients. Where this is the case, you must uphold and enforce the Trust's data protection obligations.

9.3 If you have access to Personal Data, you are required:

- (a) to access only data that you have authority to access and only for authorised purposes;
- (b) not to disclose data to anyone who does not have appropriate clearance;
- (c) to keep data safe, confidential and secure (e.g. utilise secure computer login, password protect Personal Data, secure documentation in locked storage and appropriately and securely destroy/delete data.)
- (d) not to remove Personal Data or devices which give access to that data, from the Trust's premises without ensuring adequate and robust security measures (such as encryption or password protection) are in place; and
- (e) not to store Personal Data on local drives or on personal devices that are used for work purposes.



9.4 Failure to observe these requirements may amount to a disciplinary offence, which will be dealt with under the Trust's disciplinary procedure.

9.5 Substantial or intentional breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason, may constitute gross misconduct and could lead to your dismissal without notice.

## **10. Data controller: processing and use of special categories and criminal records data**

10.1 The Trust will process special categories and criminal records data primarily where it is necessary to enable the Trust to meet its legal obligations and in particular to ensure adherence to health and safety legislation; vulnerable groups protection legislation; or for equal opportunities monitoring purposes.

10.2 "Special categories" data and "criminal records" data require higher levels of protection. We need to have further justification for collecting, storing and processing these types of Personal Data. We may process special categories or criminal records data in the following circumstances:

- (a) in limited circumstances, with your explicit written consent;
- (b) where we need to carry out our legal obligations;
- (c) where it is needed in the public interest, such as for equal opportunities monitoring, or in relation to our occupational pension scheme;
- (d) where it is needed to assess your working capacity on health grounds.

10.3 Less commonly, we may process this type of data where it is needed in relation to legal claims or where it is needed to protect your vital interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

## **11. When your personal data is required**

11.1 The Trust keeps a record of its processing activities in respect of HR-related Personal Data in accordance with the requirements of data protection legislation.

11.2 Personal Data relating to employees may be collected by the Trust for the purposes of:

- (a) Making a decision about your recruitment or appointment.
- (b) Determining the terms on which you work for us.
- (c) Checking you are legally entitled to work in the UK.
- (d) Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and National Insurance contributions (NICs).
- (e) Providing Trust benefits to you.
- (f) Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties.
- (g) Liaising with the trustees or managers of a pension arrangement operated by a group Trust, your pension provider and any other provider of employee benefits.
- (h) Administering the contract, we have entered into with you.
- (i) Business management and planning, including accounting and auditing.
- (j) Conducting performance reviews, managing performance and determining performance requirements.
- (k) Making decisions about salary reviews and compensation.

- (l) Assessing qualifications for a particular job or task, including decisions about promotions.
- (m) Gathering evidence for possible grievance or disciplinary hearings.
- (n) Making decisions about your continued employment or engagement.
- (o) Making arrangements for the termination of our working relationship.
- (p) Education, training and development requirements.
- (q) Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- (r) Ascertaining your fitness to work.
- (s) Managing sickness absence.
- (t) Complying with health and safety obligations.
- (u) To prevent fraud.
- (v) To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- (w) To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- (x) To conduct data analytics studies to review and better understand employee retention and attrition rates.
- (y) Equal opportunities monitoring.

**12. Accuracy of personal data**

- 12.1 Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.
- 12.2 You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

**13. Security, integrity and confidentiality of personal data**

- 13.1 The Trust will ensure that Personal Data is not processed unlawfully, lost or damaged. If you have access to Personal Data during the course of your employment, you must also comply with this obligation. If you believe you have lost any Personal Data in the course of your work, you must report it to your manager immediately. Failure to do so may result in disciplinary action up to and including dismissal without notice.

**14. Reporting a personal data breach**

- 14.1 If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the Trust Business Manager. You should preserve all evidence relating to the potential Personal Data Breach.

- 14.2 If we discover that there has been a breach of HR-related Personal Data that poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner within 72 hours of discovery.
- 14.3 If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will inform the affected Data Subjects and provide them with information about the likely consequences of the breach and the mitigation measures we have taken.

## **Schedule 29 IT and communications systems policy**

**Please also refer to our Online Safety Policy published on the policies section of the Raedwald Trust website.**

### **1. About this policy**

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Equipment security and passwords**

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **3. Systems and data security**

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from your line manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your line manager.
- 3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.5 Inform your line manager immediately if you suspect your computer may have a virus.

#### **4. E-mail**

- 4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You must comply with the published email signature.
- 4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 4.4 You should not:
  - (a) send or forward private e-mails at work which you would not want a third party to read;
  - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
  - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
  - (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.
- 4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

#### **5. Using the internet**

- 5.1 Internet access is provided for business purposes.
- 5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.3 We may block or restrict access to some websites at our discretion.

#### **6. Monitoring**

- 6.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 6.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
  - (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;

- (b) to find lost messages or to retrieve messages lost due to computer failure;
- (c) to assist in the investigation of alleged wrongdoing; or
- (d) to comply with any legal obligation.

**7. Prohibited use of our systems**

7.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

7.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

## **Schedule 30 Social media policy**

Please also refer to our **Online Safety Policy** published on the policies section of the **Raedwald Trust website**.

### **1. About this policy**

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Personal use of social media**

- 2.1 Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

### **3. Prohibited use**

- 3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 3.5 You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.
- 3.6 Any misuse of social media should be reported to your line manager.

### **4. Guidelines for responsible use of social media**

- 4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

- 4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in paragraph 3.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- 4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.
- 4.5 If you see social media content that disparages or reflects poorly on us, you should contact your manager.

**5. Breach of this policy**

- 5.1 Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
- 5.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.



## **Schedule 31 Redundancy policy**

### **1. About this policy**

- 1.1 We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.
- 1.2 The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:
  - (a) we communicate clearly with all affected employees and ensure that they are treated fairly;
  - (b) we try to find ways of avoiding compulsory redundancies;
  - (c) we consult with employees [and with recognised trade unions **AND/OR** employee representatives]; and
  - (d) any selection for compulsory redundancy is undertaken fairly, reasonably and without discrimination.
- 1.3 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.4 This policy will be reviewed from time to time to ensure that it reflects our legal obligations and our business needs.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Avoiding compulsory redundancies**

- 2.1 Where we are proposing to make redundancies, we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions **AND/OR** employee representatives.
- 2.2 In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:
  - (a) Reviewing the use of agency staff, self-employed contractors and consultants.
  - (b) Restricting recruitment in affected categories of employee and in those areas into which affected employees might be redeployed.
  - (c) Reducing overtime in affected departments to that needed to meet contractual commitments or provide essential services.
  - (d) Freezing salaries for a specified period.
  - (e) Considering the introduction of short-time working, layoff, job-sharing or other flexible working arrangements, where these are practicable.
  - (f) Identifying suitable alternative work that might be offered to potentially redundant employees.
  - (g) Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

2.3 Any measures adopted must not adversely affect our business and our ability to serve our customers.

### **3. Making compulsory redundancies**

3.1 When it is not possible to avoid making compulsory redundancies, we will advise all affected employees and, where appropriate, recognised trade unions **AND/OR** employee representatives that compulsory redundancies cannot be avoided. We will consult recognised trade unions **AND/OR** employee representatives on the procedure that will then be followed and the criteria that will be applied.

3.2 In carrying out any redundancy exercise we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

3.3 The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

3.4 We will then consult individually with those employees who have been provisionally selected for redundancy.

3.5 Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of the payments that they will receive. Employees will be given the opportunity to appeal against this decision.

3.6 We will continue to look for alternative employment for redundant employees until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

3.7 Employees under notice of redundancy will be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.

## **Schedule 32 Retirement policy**

### **1. About this policy**

- 1.1 We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against employees because of age and adhere to the principles set out in our Equal Opportunities Policy.
- 1.2 We have no fixed retirement age. We acknowledge that retirement should be a matter of choice for individuals and will not pressurise employees into resigning because they have reached or are approaching a certain age. However, we will review whether a fixed retirement age may become necessary for particular roles from time to time.
- 1.3 This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.
- 1.4 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Personnel responsible for this policy**

- 2.1 Our board of trustees (the board) has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to line managers.
- 2.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

### **3. Discussing your future plans**

- 3.1 You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so on an informal basis.
- 3.2 We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.
- 3.3 During any workplace discussion:
  - (a) we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and

- (b) we will not make discriminatory comments, suggesting that you should move on due to age.
- 3.4 Your employment or promotion prospects will not be prejudiced because you express an interest in retiring or changing work patterns.
- 3.5 If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.
- 3.6 If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities. Alternatively, you may wish to make a request to change your working arrangements under our Flexible Working Policy.
- 4. Giving notice of retirement**
- 4.1 If you have decided to retire, we would appreciate as much notice as possible, although you should give at least as much notice as you are required to give under your contract of employment.

## **Schedule 33 Trust vehicles**

### **1. About this policy**

- 1.1 This document outlines the Trust's policy regarding the provision and use of Trust vehicles.
- 1.2 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Provision of Trust vehicles**

- 2.1 Staff may be provided the use of a Trust vehicle such as a car or van in order that they may perform their duties.
- 2.2 The vehicle remains the property of the Trust at all times and must be returned at any time if requested by your line manager.

### **3. Requirements for driving Trust vehicles**

- 3.1 Only authorised personnel may drive Trust vehicles.
- 3.2 Unauthorised passengers must not be carried in Trust vehicles, nor must vehicles be used for personal gain or pleasure without the explicit permission of your line manager.
- 3.3 A vehicle is only available to employees who hold a current and valid driving licence. As all vehicles are insured through the Trust, any conviction for driving offences, any driving endorsements and any fines incurred whilst employees are in possession of the vehicle must be reported immediately.
- 3.4 All employees required to drive a Trust vehicle will be required to produce their driving licence for examination or undergo a relevant check as often as requested by the Trust. Refusal to comply with this policy may lead to disciplinary action.
- 3.5 The appropriate documentation must be carried at all times e.g. driving licence.
- 3.6 Any fines incurred by the employee as a result of negligence on the employee's part must be paid for in full by the employee.
- 3.7 In the event of an employee being prosecuted or convicted of a driving offence which results in disqualification for any period and the holding of a licence is an essential requirement of the job, this will result in the employee's dismissal.

### **4. Care and appropriate use of Trust vehicles**

- 4.1 The vehicle is to be driven in a safe, courteous and economical manner at all times. Any employee who is considered to be acting recklessly in their use of the vehicle will be subject to disciplinary action (and this may involve the withdrawal of the vehicle where appropriate).

- 4.2 Smoking in Trust vehicles is a criminal offence, therefore any employee contravening this law may be liable to a fixed penalty fine and possible prosecution, and they will also be subject to disciplinary action.
- 4.3 Only Trust authorised stickers can be displayed on vehicles (including on windows and screens).
- 4.4 Employees in general must ensure that the vehicle is kept in good condition. This includes keeping it clean both inside and out and ensuring that the tyre pressures, lights, oil, water etc are kept up to the required standard.
- 4.5 Spot checks of vehicles may be carried out from time to time to ensure the vehicle is being kept clean and well maintained at all times. These checks will be conducted, without prior notice.
- 4.6 No vehicle is to be driven in an un-roadworthy condition. Any defects must be reported immediately. The vehicle must not be driven without the fault being rectified or prior approval given.
- 4.7 A driver of a Trust vehicle must avoid the consumption of alcohol or drugs prior to or during the course of driving. Infringement of this rule will result in the employee's dismissal.
- 4.8 No employee shall drive or be a passenger in any vehicle prior to, during or after working hours if the driver is, or can reasonably be believed to be, under the influence of alcohol or drugs.
- 4.9 All drivers should be thoroughly conversant with the Highway Code and relevant sections of the Road Traffic Act. All road signs and regulations are to be complied with.
- 4.10 When a Trust vehicle is parked at night, it is the driver's responsibility to ensure that any goods/equipment are left in a secure place overnight.
- 4.11 In the event of theft from a vehicle or a vehicle being stolen, this should be reported immediately. The Trust cannot be held responsible for the loss of or theft of personal belongings from a Trust vehicle.
- 4.12 To ensure compliance with legislation, all employees, whilst driving on Trust business, should switch off mobile telephones unless they can be used in an approved 'hands free' mode. For safety reasons, this procedure is also recommended in the use of personal mobile phones.
- 5. Accidents or damage to a Trust vehicle**
- 5.1 In the event of an accident you must exchange particulars with any other parties involved and obtain particulars of any Police Officer or witness present.
- 5.2 Any and every accident or incident in which a Trust vehicle in an employee's charge becomes involved, regardless of fault and whatever persons or property are affected, must be reported immediately to the Trust.

- 5.3 Where any person suffers personal injury, the accident must be reported to the police as soon as is practicable. You must also obtain the particulars of the injured person(s).
- 5.4 In the event of the vehicle requiring any repair work, your line manager or the Trust will arrange the necessary repairs in liaison with the insurer. You must not authorise any repair work or liaise further with the insurer unless given explicit permission by your line manager.
- 6. Staff driving their own vehicles**
- 6.1 At the start of each academic year the following documents will be checked for all staff driving their own vehicles for business use;
- a) current insurance documents (to ensure business insurance is included)
  - b) current valid MOT
  - c) driving licence check on the Gov.UK website
- 6.2 All staff driving their own vehicles for business use must carry in their car a safety triangle, a hi-vis jacket and a basic first aid kit, all of which can be obtained from your Head of School.
- 6.3 If staff transport pupils in their own vehicle they must ensure they are familiar with the current risk assessment.
- 6.4 If staff receive points on their licence following a traffic violation throughout the academic year they must immediately inform their Head Teacher.

## **Schedule 34 Employing friends & family policy**

### 1. Employment of relatives, partners and close friends

1.1 This policy has been developed in order to minimise the risk of problems arising through relatives, partners or close friends working together in the same working environment.

1.2 There is no attempt here to define "relatives", "partners" or "close friends" because of the obvious difficulty in doing so.

1.3 The aim of the policy is to put in place proper procedures to ensure that there can be no grounds for suspicion, no matter how ill founded, that employment decisions were in any way influenced by improper motives.

1.4 The policy will apply to:

- Permanent employees
- Temporary employees
- Casual workers
- Agency workers
- Consultants & Contractors

1.5 Leaders must consider the implications if relatives / partners or close friends work together and must consider what action to take, if they do.

1.6 It will be the responsibility of leaders to take any necessary action, in light of this procedure and on the basis of common sense and reasonableness.

1.7 Broadly speaking, there will be two scenarios where this issue is likely to need particular consideration, i.e.,

- At the time of recruitment / appointment, and
- Where a relationship develops between two people whom currently work together.

### At the Time of Recruitment / Appointment

1.8 All candidates for appointment are required to disclose at interview, any relationship to a member of the Raedwald Trust.

1.2.0 Any employee should not be involved, at any stage, in an appointment where they are related to an applicant or have a personal relationship outside work with him/her.

1.2.1 It is the responsibility of the Head Teacher concerned to require agency workers, consultants & contractors to declare, before they begin their assignment within the Raedwald Trust, whether they are related to, or are a partner or close friend of any existing employers.



1.2.2 There must not be a line management relationship between relatives, partners or close friends. If, in exceptional circumstances, a decision is made to go ahead with such a working arrangement, Head Teachers will need to be able to demonstrate, by way of documentation, that they have made an assessment of the risks involved if the appointment is made.

This assessment must include:

- The type of personal relationship
- The working relationship
- The level and function of the posts
- The function of the section
- The size of the work group
- Perception of others

1.2.3 The CEO in consultation with the Chair of Trustees must endorse the decision made.

Where a Relationship develops Within the Working Environment

1.2.4 The Raedwald Trust realises that it is neither desirable nor possible to legislate against relationships developing within the working environment. This would also include relationships that develop between employees with business partners, suppliers and potential suppliers.

1.2.5 Where this happens, the Trust, however, need to realistically consider the implications and any action that may need to be taken.

1.2.6 Depending upon the circumstances, this may involve the Head Teacher considering one or more of the following that are not listed in order of importance:

- Re-arranging the work
- Re-arranging the reporting relationship
- Moving one of the partners to another site or setting
- Voluntary redeployment to another department

1.2.7 Any proposed changes must be based on an objective view of the impact of the relationship on the working arrangements. The assessment should consider the factors contained within the paragraph above.

1.2.8 In all cases it is necessary for the Head Teacher or his or her nominee to consult fully with the parties involved and seek to reach agreement. The affected individuals will have the right to be represented by their trade union or workplace colleague. Care must be taken to ensure that any change made is not contrary to the provisions of the employee's contract of employment.

2. Authorisation / documentation / processes

2.1 Both at the time of recruitment/appointment and subsequently, the Head Teacher would normally authorise documentation related to salary, expenses, promotion arrangements, etc. However, in the exceptional circumstances of a line management relationship existing with a relative, partner or close

friend, alternative arrangements must be made, for example a different and unassociated line manager should deal with such matters.

2.2 In any event, the following rules must always apply:

- It is not permissible for the relative, partner or close friend of an employee to be involved in drawing up any contractual documentation concerning the employment contract and other forms of contract such as the appointment of contractors.
- Employees should not be involved in decisions relating to discipline, complaints through Code of Conduct procedures, promotion, appraisal, financial claim (e.g. travel, subsistence and over time) or pay adjustments for any employee who is a relative, partner or close friend.
- Employees should not allow the impression to be created that an employment decision may have been taken for an improper reason. It is not sufficient that the employment decision was properly taken; the possible appearance of bias must be avoided.

**Schedule 35 Pay Policy**

Please refer to our Pay Policy published on the policies section of the Raedwald Trust website.

**Schedule 36 Lone Working Policy**

Please refer to our Lone Working Policy published on the policies section of the Raedwald Trust website.