



# Gateway

## Central Services

### **STAFF HANDBOOK**

**This policy applies to:**

**GCS Staff, Nursery Staff, Kitchen Staff, Cleaning Staff**

**Version 3**

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## **Change Log**

03/05/2024 – Section 13 Flexible working policy – change to wording of policy as a result of statutory changes from 06/04/2024

02/12/2024 – Schedule 1 Code of Conduct - added item 3.4 to the Professional standards at work

02/12/2024 – Schedule 10 Disciplinary Procedure - has been changed to just a disciplinary procedure -added item 9 mutual agreement and item 11 definition of misconduct

02/12/2024 – Schedule 25 Capability Procedure added (separated from Schedule 10)

02/12/2024 – Schedule 26 Probation Procedure added

02/12/2024 – Annex A – added Headteacher details for Cams Hill and Foundry Lane

27/01/2025 - Schedule 10 – Grievance Procedure – additions/amendments made to clarify the procedure

27/01/2025 - Schedule 11 – Sickness Absence Policy item 14.2 – paragraph added re non attendance at a final sickness absence meeting

## **STAFF HANDBOOK**

### **1. Introduction**

- 1.1 The Gateway Trust is a small MAT based in Hampshire, we currently have 2 schools and a trading subsidiary under this banner.
- 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 the Headteacher or CEO.
- 2.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as staff in this handbook). 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 CEO 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 regularly 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 data**

- 4.1 Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Fair Processing Notice (Employee Data). 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 GDPR Privacy Notice for further information.

### **5. Emergency contact details**

- 5.1 The Human Resources Departments are responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. This information will be requested by the Human Resources Department when you start work and you should advise us of any changes straight away. This information is held in confidence and will only be used when needed.
- 5.2 We will write separately to the person or persons whose contact details you have provided, notifying them of why we hold their details, namely that it is in your legitimate interests.

## **Schedule 1 - Code of Conduct**

### **1. Purpose and principles**

- 1.1 This Code of Conduct aims to establish a set of principles which underpin the expected conduct of staff at The Multi-Academy Trust (the Trust) with the intention of encouraging staff to achieve the highest standards of conduct at work and of minimising the risk of improper conduct occurring.
- 1.2 The Trust requires that all staff have read and comply with the Code of Conduct. Where clarification is needed on any aspect of this document, this should be sought from the Headteacher.
- 1.3 Breach or failure to observe the provisions of this document may lead to action being taken under the Disciplinary Procedure.
- 1.4 This document is available to all staff on the Trust's shared area as well as being provided on induction to all new members of staff.
- 1.5 The Code of Conduct is not exhaustive in defining acceptable and unacceptable standards of conduct and behaviour and in circumstances where guidance does not exist you are expected to use your professional judgement and act in the best interests of the Trust, the school and its pupils.

### **2. Scope**

- 2.1 The Code of Conduct applies to:
  - 2.1.1 all members of staff, including teaching and support staff;
  - 2.1.2 volunteers, including governors;
  - 2.1.3 casual workers;
  - 2.1.4 temporary and supply staff, either from agencies or engaged directly;
  - 2.1.5 student placements, including those undertaking initial teacher training, and apprentices.
- 2.2 References to 'staff' throughout the Code of Conduct refer to all of the above groups.
- 2.3 Any links within this document to other documents are for ease of use and do not form part of this Code of Conduct.

### **3. Professional standards at work**

- 3.1 You are expected to demonstrate the highest possible standards of personal and professional conduct and behaviour and consistently act with honesty and integrity. The Trust expects staff to treat each other, pupils, parents and the wider school community with dignity and respect at all times.
- 3.2 Furthermore, you must have regard for the ethos and values of the Trust and your school as well as their policies and procedures and act in accordance with these at all times, including in your dealings with those who come into contact within the Trust or your school e.g. visitors.
- 3.3 You must act in accordance with your duty of care to pupils and ensure that the safety and welfare of the children and young people at the school are accorded the highest priority. In this and other ways staff should always maintain standards of conduct and behaviour which sustain their professional standing and that of the Trust.
- 3.4 You are expected to follow all reasonable and lawful instructions by a person with the authority in your School/Workplace to issue such instructions unless:

- There is a danger to a person's health and safety.
- A conflict of interest may exist.

#### **4. It does not comply with policy and practice. Safeguarding**

- 4.1 The Trust recognises its statutory and moral duty to safeguard and promote the welfare of pupils and understands that staff play a vital role in meeting these responsibilities. You must be aware of your individual safeguarding responsibilities, including to provide a safe environment in which children can learn, to be aware of the signs of abuse and neglect, to identify children who are suffering, or are likely to suffer significant harm and to take appropriate action in such cases to prevent concerns from escalating.
- 4.2 All members of staff must be aware of their specific school's policy and procedures for supporting child safeguarding.
- 4.3 You have a professional duty to report concerns about the welfare of a child. Any concerns must be raised without delay in accordance with your school's specific safeguarding policy.

#### **5. Appropriate relationships**

##### **Pupils**

- 5.1 Individuals who work or volunteer in a school environment are in a position of trust. You should be mindful of the need to maintain professional boundaries appropriate to your position and must always consider whether their actions are warranted, proportionate, safe and applied equitably.
- 5.2 You should act in an open and transparent way that would not lead any reasonable person to question your actions or intent. You should think carefully about your conduct so that misinterpretations are minimised.
- 5.3 In Secondary setting you must avoid unnecessary physical contact with children. Where physical contact is essential, e.g. for safety reasons, the pupil's permission must be gained for that contact wherever possible. If physical contact is made to remove a pupil from a dangerous situation or an object from a pupil to prevent either harm to themselves or others, then this should be recorded and reported in accordance with your school's safeguarding policy. In cases where accidental physical contact was made, it should also be reported in accordance with your school's safeguarding policy. In all cases staff should act in accordance with the school's restraint policy.
- 5.4 In a Primary setting physical contact may occur in line with the schools safe touch and intervention policy which is held at school level but must always abide by the schools safeguarding policy.
- 5.5 Any sexual behaviour by a member of staff with or towards a pupil is unacceptable. Staff are reminded that under the Sexual Offences Act 2003, it is a criminal offence for a person aged 18 or over to have a sexual relationship with a child under 18, where that person is in a position of trust in respect of that child, even if the relationship is consensual. Keeping Children Safe in Education defines a child as everyone under the age of 18.

##### **Parents**

- 5.6 You are expected to interact with parents in a polite and respectful manner and recognise parents' entitlement to express any concerns they may have about their child's learning, safety or wellbeing. You should avoid discussing school matters with parents outside school if approached and should instead refer the parent to the normal school communication channels.

## **6. Use of IT including social media**

- 6.1 Internal e-mail and internet systems must be used only in accordance with the Trust's IT and Communication Systems Policy in this Staff Handbook.
- 6.2 Social networking sites offer the opportunity for communication with children, young people and their parents outside normal professional boundaries. You must take care to protect your privacy and protect yourself from risk of allegations in relation to inappropriate relationships and cyberbullying. You must not have any unauthorised contact or accept 'friend' requests through social media with any pupil (including former pupils and/or those who attend other schools) unless they are family members. You must exercise caution when having contact online through social media with parents so as not to compromise the Trust's reputation or school information.
- 6.3 Please refer to the Trust's IT and Communication Systems Policy and Social Media Policy for further guidance on acceptable and unacceptable use of IT, social media and mobile phones.

## **7. Confidentiality and disclosure of information**

- 7.1 You must ensure that you do not disclose confidential information to anyone who does not have the right to receive it. Where information is disclosed this should be in line with the principles of the [General Data Protection Regulations \(GDPR\) 2016](#) and the [Data Protection Act 2018](#). Equally you should not prevent another person from gaining access to information to which that person is entitled by law. If there is doubt about whether or not to share information, advice must be sought from an appropriate senior member of staff.
- 7.2 Information obtained during the course of your work should never be used for personal gain or benefit, nor should it be passed onto others who might use it in such a way.

## **8. Dress and appearance**

- 8.1 Your dress and appearance are a matter of personal choice; however, you should ensure that you dress appropriately, decently and safely for a school environment and for the role you undertake, as well as setting a good example to both pupils and visitors.
- 8.2 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.
- 8.3 Where necessary your Headteacher or the Human Resources Department can give further information and guidance on cultural and religious dress in the workplace.
- 8.4 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the COO.
- 8.5 Please refer to your specific school's dress code for further guidance on acceptable and unacceptable forms of dress.

## **9. Equal opportunities**

- 9.1 The Trust is committed to equality for all in the appointment, development, training and promotion of staff, and in all dealings with pupils and parents of its schools. It also recognises that all members of staff have the right to work in a safe environment without fear of discrimination, harassment or abuse.
- 9.2 All pupils, colleagues, parents, members of the public and wider school community have the right to be treated with fairness and equality and must not be discriminated against. The school expects staff to uphold these principles.

- 9.3 Please refer to our Diversity, Equity and Inclusion Policy for more information.

## **10. Conduct outside work**

- 10.1 You should take care to avoid any conflict of interest between activities undertaken outside school and responsibilities within school. In no case should outside actions or activities undertaken outside of work (including but not limited to relationships and social media contact with children, young people and vulnerable adults) bring your school or Trust into disrepute.
- 10.2 You must disclose any misconduct or alleged misconduct made against you, including any incidents arising from alternative or additional employment outside of the Trust or any incidents involving police intervention and/or potential crime. Disclosure must be made to your Headteacher without delay, after which consideration will be given to the relevance or otherwise of the misconduct to their role in the Trust.
- 10.3 Teachers are reminded that the Teachers' Standards, and specifically Part Two: Personal and Professional Conduct, set out their responsibilities in relation to upholding public trust in their profession and maintain high standards of ethics and behaviour, within and outside school.
- 10.4 If you are in doubt as to whether there is a conflict of interest, you should seek advice from a member of your Senior Leadership Team.

## **11. Declaration of interests**

- 11.1 You must declare to the Trust any relationship with an individual which may cause a conflict with the Trust's activities, for example, a relationship with a Governor, another staff member or a contractor who provides services to the Trust. Where such a declaration is necessary this should be made to your Headteacher.
- 11.2 You may undertake work outside Trust, either paid or voluntary, provided it does not conflict with the interests of the Trust nor be at a level which may contravene the [Working Time Regulations](#) or affect your performance at work. You must inform the Trust of any additional work you undertake, whether it is paid or voluntary.

## **12. Culture of safeguarding**

- 12.1 All schools within the Trust aim to create an open and transparent culture of safeguarding in which all concerns about adults are shared responsibly and with the right person. They are then recorded and dealt with appropriately.
- 12.2 We aim to enable our schools to identify concerning, problematic or inappropriate behaviour early; minimise the risk of abuse; and ensure that colleagues working in or on behalf of the school are clear about professional boundaries and act within these boundaries, and in accordance with the ethos and values of the institution. Our safeguarding training takes place at regular intervals throughout the year and policies and procedures are easily accessible for staff.
- 12.3 You should feel supported with safeguarding, and processes should be clear you, including what a process around an allegation towards an adult looks like. Equally, if you do not feel fully supported with your safeguarding practice and if you do not feel you are working in an environment which engenders a 'culture of safeguarding', you have a duty to report this lack of support to your Headteacher or Governing Body.

## **13. Whistleblowing**

- 13.1 Please refer to the Whistleblowing Policy in this Staff Handbook.



#### **14. Low level concerns**

- 14.1 The term 'low level concerns' is outlined in 'Keeping Children Safe in Education' Part two of KCSIE: and refers to concerns about an adult working in or on behalf of the school who may have acted in a way that is inconsistent with this code of conduct, including inappropriate conduct outside of work. This concern does not necessarily meet the allegations threshold for referral to the LADO, but nevertheless should be shared responsibly, recorded and dealt with appropriately.
- 14.2 The purpose of managing low level concerns is to create and embed a culture of openness, trust and transparency; also to protect staff from potential false allegations or misunderstandings.
- 14.3 Staff can protect themselves by following their school's safeguarding policy and ['The avoidance of unnecessary contact and allegations'](#) guidance, including the Do's and Don'ts.
- 14.4 Low level concerns about a staff member, including a volunteer or contractor, should be reported in the same way as allegations as outlined in the school's safeguarding policy.

#### **15. Health and safety**

- 15.1 Please refer to the separate Health and Safety Handbook for further information.

#### **16. Gifts and hospitality**

- 16.1 Please refer to the Anti-Bribery and Corruption Policy.

#### **17. Use of school resources and funds**

- 17.1 The use of school resources, property and equipment is for school-related activities only, except where otherwise agreed.
- 17.2 All members of staff must use any public or school funds entrusted or handled by them in a responsible and lawful manner.

## **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:
  - 2.2.1 submitted to your line manager followed by the Finance Team on the appropriate claim form or through POP expenses;
  - 2.2.2 submitted within one month of being incurred;
  - 2.2.3 supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
  - 2.2.4 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.
- 2.4 Any questions about the reimbursement of expenses should be put to your line manager or the Finance Team 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:
  - 3.1.1 travel between your home and usual place of work;
  - 3.1.2 travel which is mainly for your own purposes; and
  - 3.1.3 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 your Finance Department. 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.

#### **4. Accommodation and other overnight expenses**

4.1 If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with your line manager in advance.

### **Schedule 3 - Diversity, equity and inclusion policy**

#### **1. Our commitments**

- 1.1 We are committed to promoting equal opportunities in employment and creating a workplace culture in which diversity and inclusion is valued and everyone is treated with dignity and respect. As part of our zero-tolerance approach to discrimination in any form, 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). We are also committed to providing equitable treatment to all those we deal with as an organisation, including customers and suppliers.

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

- 2.1 This policy sets out our approach to diversity, equity and inclusion. Our aim is to encourage and support diversity, equity and inclusion and actively promote a culture that values difference and eliminates discrimination in our workplace. It applies to all aspects of employment with us, including recruitment, pay, benefits and conditions, flexible working and leave, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 2.2 This policy applies to all employees, officers, consultants, contractors, volunteers, , casual workers and agency workers.
- 2.3 The Human Resources Department is responsible for this policy and will keep it under review.
- 2.4 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

#### **3. Diversity and inclusion training**

- 3.1 Managers will be given appropriate training on recognising and avoiding discrimination, harassment and victimisation, and promoting equality of opportunity and diversity in the areas of recruitment, development and promotion. The HR Departments have overall responsibility for equality training, for staff and managers as appropriate.
- 3.2 We will provide you with regular training to ensure that everyone is aware of and understands the contents of this policy and the Anti-harassment and Bullying Policy. Following the training, you will be required to confirm that you have read, understand and will comply with this policy and the Anti-harassment and Bullying Policy. We will also provide equality and diversity training regularly.

#### **4. Discrimination**

- 4.1 You must not unlawfully discriminate against or harass other people, including current and former staff, 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.
- 4.2 The following forms of discrimination are prohibited under this policy and are unlawful:
- 4.2.1 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.
- 4.2.2 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.

- 4.2.3 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.
- 4.2.4 Victimisation: retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment. This includes where someone mistakenly believes that the person victimised has done so.
- 4.2.5 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.

## **5. Recruitment and selection**

- 5.1 Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. When recruiting or promoting, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. Shortlisting and interviewing should be done by more than one person where possible. At least one person conducting the interview will be trained on safer recruitment. Our recruitment procedures will be reviewed regularly to ensure that individuals are objectively assessed on the basis of their relevant merits and abilities.
- 5.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and the employer's commitment to diversity, equity and inclusion in the workplace and state that a copy of this policy will be made available on request.
- 5.3 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.
- 5.4 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.
- 5.5 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from your HR Department or UK Visas and Immigration.

## **6. Disabilities**

- 6.1 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.

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

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

## **8. Breaches of this policy**

- 8.1 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 and victimisation may amount to gross misconduct resulting in dismissal.
- 8.2 If you believe that you have suffered harassment, bullying or discrimination, or witnessed it happening to someone else in the workplace, you can raise the matter through our Grievance Procedure and through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.
- 8.3 There must be no victimisation or retaliation against staff who complain about or report discrimination. If you believe you have been victimised for making a complaint or report of discrimination, or have witnessed it happening to someone else in the workplace, you should raise this through our Grievance Procedure.
- 8.4 We encourage the reporting of all types of potential discrimination, as this assists us in ensuring that diversity, equity and inclusion principles are adhered to in the workplace. However, making a false allegation in bad faith, or that you know to be untrue, 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 Gateway Multi-Academy 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:
  - 2.4.1 unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
  - 2.4.2 unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
  - 2.4.3 offensive e-mails, text messages or social media content;
  - 2.4.4 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:
  - 3.2.1 physical or psychological threats;
  - 3.2.2 overbearing and intimidating levels of supervision;

- 3.2.3 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 manager or your Human Resources Department, 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. These will be processed in accordance with our Fair Processing Notice (Employee Data).



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

### **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, your Headteacher, or the CEO.
- 3.4 Specifically, you must not:
  - 3.4.1 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;
  - 3.4.2 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;
  - 3.4.3 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 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.
- 4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

- 4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.
- 4.4 There may be occasions where children or parents wish to pass small tokens of appreciation to staff, for example as an end of year 'thank-you', and this is acceptable. However, it is unacceptable to receive gifts on a regular basis or of any significant value or to suggest to pupils that gifts would be appropriate or desired. Money should never be accepted as a gift.
- 4.5 It is not acceptable for staff to give gifts to pupils and any rewards given to children must be given in agreement with the declared reward practice of the school.
- 4.6 Staff should not solicit or accept any gift, hospitality or other reward from external parties which influences the way in which they carry out their duties or leads the giver to expect preferential treatment.
- 4.7 Promotional gifts of low value such as branded stationery may be given to or accepted from suppliers and business partners.
- 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 report it in accordance with our Whistleblowing Policy as soon as possible.

## **Schedule 6 - Anti-facilitation of tax evasion policy**

### **1. Policy statement**

- 1.1 We conduct all our business in an honest and ethical manner. We take a zero-tolerance approach to the facilitation of tax evasion, whether under UK law or under the law of any foreign country. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate, and to implementing and enforcing effective systems to counter tax evasion facilitation.
- 1.2 We take our legal responsibilities very seriously. We will uphold all laws relevant to countering tax evasion, including the Criminal Finances Act 2017.

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

- 2.1 The purpose of this policy is to:
- 2.1.1 set out our responsibilities, and the responsibilities of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and
  - 2.1.2 provide information and guidance to those working for us on how to recognise and avoid tax evasion.
- 2.2 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### **3. Who does this policy apply to?**

- 3.1 This policy applies to all persons working for us or any group company 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, sponsors, or any other person associated with us, wherever located.
- 3.2 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians, and political parties.

### **4. Definition of tax evasion and facilitation**

- 4.1 For the purposes of this policy:
- 4.1.1 tax evasion means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action or omission with dishonest intent;
  - 4.1.2 foreign tax evasion means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action or omission with dishonest intent; and
  - 4.1.3 tax evasion facilitation means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence where it is done deliberately and dishonestly.

4.2 Under the Criminal Finances Act 2017, a separate criminal offence is automatically committed by a corporate entity or partnership where the tax evasion is facilitated by a person acting in the capacity of an "associated person" to that body. For the offence to be made out, the associated person must deliberately and dishonestly take action to facilitate the tax evasion by the taxpayer. If the associated person accidentally, ignorantly or negligently facilitates the tax evasion, then the corporate offence is not committed. The company does not have to have deliberately or dishonestly facilitated the tax evasion itself; the fact that the associated person has done so creates the liability for the company. This means that, as an employer, if we fail to prevent our employees, workers, agents or service providers facilitating tax evasion, we can face criminal sanctions including an unlimited fine, as well as exclusion from tendering for public contracts and damage to our reputation.

4.3 Tax evasion is not the same as tax avoidance or tax planning. Tax evasion involves deliberate and dishonest conduct. Tax avoidance is not illegal and involves taking steps, within the law, to minimise tax payable (or maximise tax reliefs).

4.4 In this policy, all references to tax include National Insurance contributions.

## **5. What you must not do**

5.1 It is not acceptable for you (or someone on your behalf) to:

5.1.1 engage in any form of facilitating tax evasion or foreign tax evasion;

5.1.2 aid, abet, counsel or procure the commission of a tax evasion offence or foreign tax evasion offence by another person;

5.1.3 fail to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, in accordance with this policy;

5.1.4 engage in any other activity that might lead to a breach of this policy; or

5.1.5 threaten or retaliate against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence or who has raised concerns under this policy.

## **6. Your responsibilities**

6.1 You must ensure that you read, understand and comply with this policy.

6.2 The prevention, detection and reporting of tax evasion and foreign tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

6.3 You must notify your Headteacher or the CEO as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if an employee or supplier asks to be paid into an offshore bank account without good reason, or a supplier asks to be paid in cash, indicating that the payment will not be subject to VAT. Further "red flags" that may indicate potential tax evasion or foreign tax evasion are set out in paragraph 11.

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

7.1 You are encouraged to raise concerns about any issue or suspicion of tax evasion or foreign tax evasion at the earliest possible stage.

7.2 If you become aware of any fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person in the course of your work, or you are asked to assist another person in their fraudulent

evasion of tax (whether directly or indirectly), or if you believe or suspect that any fraudulent evasion of tax has occurred or may occur, whether in respect to UK tax or tax in a foreign country, you must report it to your Headteacher or the CEO or report it in accordance with our Whistleblowing Policy as soon as possible.

- 7.3 If you are unsure about whether a particular act constitutes tax evasion or foreign tax evasion, raise it with your Headteacher or the CEO as soon as possible. The corporate offence is only committed where you deliberately and dishonestly take action to facilitate the tax evasion or foreign tax evasion. If you do not take that action, then the offence is not made out. However, a deliberate failure to report suspected tax evasion or foreign tax evasion, or ignoring suspicious activity, could amount to criminal facilitation of tax evasion.

## **8. Protection**

- 8.1 Individuals who raise concerns or report another's wrongdoing are sometimes worried about facing possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

- 8.2 We are committed to ensuring no one suffers any detrimental treatment as a result of:

- 8.2.1 refusing to take part in, be concerned in or facilitate tax evasion or foreign tax evasion by another person;
- 8.2.2 refusing to aid, abet, counsel or procure the commission of a tax evasion offence or a foreign tax evasion offence by another person; or
- 8.2.3 reporting in good faith their suspicion that an actual or potential tax evasion offence or foreign tax evasion offence has taken place, or may take place in the future.

- 8.3 Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any of this treatment, you should inform your Headteacher or the CEO immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which is in this Staff Handbook.

## **9. Communication**

- 9.1 Our zero-tolerance approach to tax evasion and foreign tax evasion must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate after that.

## **10. Breaches of this policy**

- 10.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 10.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

## **11. Potential risk scenarios: "red flags"**

- 11.1 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns related to tax evasion or foreign tax evasion. The list is not intended to be exhaustive and is for illustrative purposes only.
- 11.2 If you encounter any of these red flags while working for us, you must report them promptly to your Headteacher or the CEO or using the procedure set out in the Whistleblowing policy:

- 11.2.1 you become aware, in the course of your work, that a third party has:
  - 11.2.1.1 made or intends to make a false statement relating to tax;
  - 11.2.1.2 failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction);
  - 11.2.1.3 delivered or intends to deliver a false document relating to tax; or
  - 11.2.1.4 set up or intends to set up a structure to try to hide income, gains or assets from a tax authority.
- 11.2.2 you become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- 11.2.3 a third party requests payment in cash or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- 11.2.4 you become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- 11.2.5 a supplier or other subcontractor is paid gross when they should have been paid net, under a scheme such as the Construction Industry Scheme;
- 11.2.6 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 11.2.7 a third party to whom we have provided services requests that their invoice is addressed to a different entity, where we did not provide services to that entity directly;
- 11.2.8 a third party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;
- 11.2.9 you receive an invoice from a third party that appears to be non-standard or customised;
- 11.2.10 a third party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
- 11.2.11 you notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided; or
- 11.2.12 a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us.

## **Schedule 7 - Whistleblowing policy**

### **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, 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, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations. It also includes the following matters specific to this workplace:
  - 2.1.1 Part one of KCSIE : those incidents that are likely to meet the threshold and require relevant investigation;
  - 2.1.2 Part two of KCSIE : so called “low-level” cases that – while they do not necessarily warrant further investigation initially – may form the basis of a wider concerning picture which may indicate that the colleague is not fit to work with children.

### **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 your Headteacher or the CEO or the 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. Protect 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 your Headteacher or the CEO or the Chair of Trustees 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, the whistleblower may be subject to disciplinary action.
- 6.5 Protect operates a confidential helpline. Their contact details are at the end of this document Annex B – Key contacts.



## **Schedule 8 - 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, trainees, and homeworkers.
- 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. Holiday entitlement: teachers**

- 2.1 The Trust's holiday year runs from 1<sup>st</sup> September to 31<sup>st</sup> August. You will be entitled to take holiday during school holidays.
- 2.2 You are entitled to paid holiday during each holiday year as set out in your contract of employment. Your holiday entitlement includes any public holidays in England and Wales that fall on a day that would normally be a working day.

### **3. Holiday entitlement: non-teachers**

- 3.1 The Trust's holiday year runs from 1<sup>st</sup> September to 31<sup>st</sup> August. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 3.2 Unless otherwise set out in your employment contract, you are entitled to the equivalent of 5.6 weeks paid holiday in each holiday year, or the pro rata equivalent if you work part time. This includes the usual public holidays in England and Wales or days in lieu where we require staff to work on a public holiday.
- 3.3 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
- 3.4 Unused holiday can only be carried over to another holiday year:
  - 3.4.1 in cases involving sickness absence, as set out in paragraph 5;
  - 3.4.2 in cases of maternity, paternity, adoption, parental, parental bereavement or shared parental leave, as set out in paragraph 6;
  - 3.4.3 if otherwise required by law.

### **4. Taking holiday: teachers**

- 4.1 Your holiday entitlement includes any public holidays in England and Wales that fall on a day that would normally be a working day. The remaining paid holiday entitlement will be taken in three equal instalments at the start of each main school holiday, being the Christmas, Easter and summer school holidays, less any public holidays taken in the preceding school term (Deemed Holiday Period). The Deemed Holiday Period includes any public holidays that fall within it. You are not entitled to additional paid holiday on public holidays. Holiday pay is included in your annual salary set out in your contract of employment.

- 4.2 You are not entitled to take your paid holiday entitlement during the school term. The Family Friendly Handbook sets out other types of leave that might be available, such as time off for dependents, parental leave or compassionate leave.

## **5. Taking holiday: non-teachers**

### **Term time only:**

- 5.1 Your holiday entitlement includes any public holidays in England and Wales that fall on a day that would normally be a working day. The remaining paid holiday entitlement will be taken in three equal instalments at the start of each main school holiday, being the Christmas, Easter and summer school holidays, less any public holidays taken in the preceding school term (Deemed Holiday Period). The Deemed Holiday Period includes any public holidays that fall within it. You are not entitled to additional paid holiday on public holidays. Holiday pay is included in your annual salary set out in your contract of employment.
- 5.2 You are generally not entitled to take your paid holiday entitlement during the school term. The Family Friendly Handbook sets out other types of leave that might be available, such as time off for dependents, parental leave or compassionate leave.
- 5.3 In exceptional circumstances, we may require you to work during school holidays where the needs of the business demand it. In these circumstances, we will give you 4 weeks' notice in advance. If you are required to work during school holidays, you will be paid your normal daily rate.

Staff who work 52 weeks of the year:

- 5.4 All holiday must be approved in advance by your line manager. You should normally give at least one month's notice of holiday requests to allow planning of rotas or work schedules where necessary. You must not make travel bookings until approval has been given.
- 5.5 We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.
- 5.6 We reserve the right to cancel any holiday granted at any time. If we choose to do so we will give as much notice as we are able to do given the particular circumstances and will in any event comply with the statutory requirement to provide notice of cancellation from time to time.

## **6. Holiday plans affected by infectious diseases**

- 6.1 You may be required to confirm as part of your holiday request your destination of travel, if any, and may be required to produce evidence as to any booking made. The destination of travel and the ability to work on your return depending factoring in any quarantine regulations will be considered before approval by the line manager is confirmed. We may advise against certain areas of travel due to the risks and consequences regarding quarantine and the associated costs.
- 6.2 Please bear in mind that the government guidance in relation to foreign travel may change with little or no notice. You must follow the government guidance applicable from time to time and may be required to self isolate or quarantine as a consequence.
- 6.3 Should you be unable to return to work at your usual place of work on your return from holiday you should notify your line manager immediately who will confirm the arrangements that will then apply to your absence from work.
- 6.4 If you are able to work from home you may be required to do so during any period of self-isolation or quarantine. If so you will continue to be paid as normal. If it is not possible to accommodate a homeworking arrangement either due to the nature of your role or because you are required to stay in a managed quarantine hotel you will need to take annual leave to cover any period of absence. If you

have insufficient accrued holiday to cover the period of absence then we may refuse your request for annual leave or if the self isolation or quarantine is unexpected or your circumstances change whilst on holiday you may be granted unpaid leave to cover the remainder of your absence. Please be aware that if you are unable to return to work and you cannot work from home or remotely you may not be entitled to any pay for your extended absence. You will not be entitled to sick pay (statutory or otherwise) unless you are sick and unable to work in which case you will be required to comply with our sickness absence policy in terms of notification and evidence of ill health.

## **7. Sickness during periods of holiday: non-teachers**

- 7.1 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.
- 7.2 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.
- 7.3 Contractual 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.
- 7.4 Dishonest claims or other abuse of this policy will be treated as misconduct under our Disciplinary Procedure.

## **8. Long-term sickness absence and holiday entitlement: non-teachers**

- 8.1 Holiday entitlement continues to accrue during periods of sick leave.
- 8.2 If you are on a period of sick leave which spans two holiday 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.
- 8.3 Carry over under this rule is limited to the four-week minimum holiday entitlement under retained EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. This limit does not affect your right to carry over holiday under paragraph 2.5.
- 8.4 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.
- 8.5 Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

## **9. Family leave and holiday entitlement: Non-teachers**

- 9.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental, parental bereavement or shared parental leave (referred to collectively in this policy as family leave).
- 9.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday 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 cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.
- 9.3 For the avoidance of doubt this covers your full holiday entitlement.

9.4 Any holiday carried over should be taken immediately before returning to work.

**10. Arrangements on termination**

10.1 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. You are entitled to be paid at a rate of 1/260th of your full-time equivalent basic salary for each day of untaken entitlement.

## **Schedule 9 - Disciplinary 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 gross misconduct.
- 1.2 Minor conduct 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, though the procedure may be modified where the employee has less than two years' service or in their probationary period. It does not apply to agency workers, volunteers 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. Confidentiality**

- 2.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter. Failure to maintain confidentiality may result in further action being taken under this Policy.

### **3. Investigations**

- 3.1 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. Investigation meetings may take place in person or remotely, using remote working platforms or technologies as appropriate.
- 3.2 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 staff, pupils, parents, clients, customers, suppliers or contractors, unless authorised to do so. Suspension is not considered to be disciplinary action.

### **4. Criminal allegations**

- 4.1 If you are subject to a criminal investigation, the Headteacher/ senior member of staff must contact the Lead Investigation Officer within the police authority. This is to ensure that any internal investigation will not obstruct the criminal investigation.
- 4.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 4.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

### **5. Safeguarding**

- 5.1 Any allegation relating to a safeguarding concern against an employee must be dealt with in accordance with your school's safeguarding procedures. This ensures that a child, young person or vulnerable adult is not at risk or that a police or social care investigation is not prejudiced.

## **6. The hearing**

- 6.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or gross misconduct and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements. If there are reasons for conducting any hearing remotely (for example, by using remote working platforms or technologies), we will provide these reasons to you and notify you of the relevant arrangements and instructions for joining the hearing. If you have any questions regarding how to join the hearing remotely, you should let us know before the hearing date. We recognise that, in some cases, the use of remote working platforms or technologies may not be appropriate (for example, where an employee has a hearing condition or does not have access to relevant equipment or software). In these cases, the hearing will take place in person where possible.
- 6.2 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.
- 6.3 If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 6.4 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.
- 6.5 If you or your companion cannot attend the hearing, you should inform us immediately and we will arrange an alternative time for the hearing to take place. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
- 6.6 We will inform you in writing of our decision, usually within one week of the hearing.

## **7. Disciplinary action and dismissal**

- 7.1 The usual penalties for misconduct or poor performance are:
  - 7.1.1 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 up to 12 months.
  - 7.1.2 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 up to 24 months.
  - 7.1.3 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 10.26). You may also be dismissed without a warning for any act of misconduct or gross misconduct during your probationary period.
- 7.2 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.

## **8. Appeals**

- 8.1 You may appeal in writing within ten working days of being told of the decision. Your letter must contain your full reasons for appeal.
- 8.2 Employees with less than two years' service are only allowed to appeal against a decision to dismiss.
- 8.3 The appeal hearing will, where possible, be held by the CEO or COO. You may bring a colleague or trade union representative with you to the appeal hearing. As detailed in paragraph 6.1, there may be circumstances in which it is appropriate for a hearing to be conducted remotely.
- 8.4 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.

## **9. Mutual agreement**

- 9.1 As an alternative to a hearing under this policy, the Trust and the employee may discuss a mutual agreement. The contract of employment may be ended by mutual agreement between the employee and the Trust. There is no right to appeal a mutual agreement as it is entered into with the consent of both parties.

## **10. Referral to relevant bodies**

- 10.1 In the following circumstances it may be necessary to make a referral to the relevant body:
  - 10.1.1 If a dismissal takes place
  - 10.1.2 A disciplinary process has not concluded and the potential outcome may have resulted in dismissal
- 10.2 Where there is a requirement to make a referral to a relevant body, the employee must be notified in writing that such a referral has taken place.

## **11. Definitions**

### **11.1 Misconduct**

Misconduct is an act of either wilful or negligent conduct, behaviour or omission.

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

- 11.1.1 Breaches of The Gateway Trust or School policies and procedures;
- 11.1.2 Breaches of contract;
- 11.1.3 Poor timekeeping;
- 11.1.4 Time wasting;
- 11.1.5 Refusal to follow reasonable instructions;
- 11.1.6 Refusal to attend meetings;
- 11.1.7 Excessive use of The Gateway Trust or School communication facilities, telephone, email or Internet usage for personal use;
- 11.1.8 Obscene language or other offensive behaviour;

- 11.1.9 Negligence in the performance of duties;
- 11.1.10 Smoking in a no smoking area on school premises; and
- 11.1.11 Rudeness/ unprofessional behaviour/language towards pupils and colleagues;

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

## **11.2 Gross misconduct**

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

Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. The following are examples of matters that are normally regarded as gross misconduct:

- 11.2.1 theft or fraud;
- 11.2.2 physical violence or bullying;
- 11.2.3 deliberate and serious damage to property;
- 11.2.4 serious misuse of the organisation's property or name;
- 11.2.5 deliberately accessing internet sites containing pornographic, offensive or obscene material;
- 11.2.6 serious insubordination;
- 11.2.7 serious confidentiality or data breach;
- 11.2.8 unlawful discrimination, victimisation or harassment;
- 11.2.9 bringing the organisation into serious disrepute;
- 11.2.10 serious incapability at work brought on by alcohol or illegal drugs;
- 11.2.11 causing loss, damage or injury through serious negligence;
- 11.2.12 a serious breach of health and safety rules;
- 11.2.13 a serious breach of confidence;
- 11.2.14 unauthorised absence;
- 11.2.15 unauthorised covert recordings; and
- 11.2.16 engaging in activities whilst on sick leave which are incompatible with the reason given for your absence.

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



## **Schedule 10 - Grievance procedure**

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

- 1.1 This procedure is intended to provide a mechanism to address grievances and bring about a satisfactory resolution in a fair, consistent, transparent, thorough, but prompt manner. Every effort will be made to resolve the issue at the earliest possible stage and to settle the issue amicably.
- 1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers, volunteers 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. Confidentiality**

- 2.1 Our aim is to deal with grievances sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or grievance matter. Failure to maintain confidentiality may result in further action being taken under the Disciplinary Policy.

### **3. Informal Resolution (Stage 1)**

- 2.1 It is expected that most issues will be dealt with and resolved as part of normal day-to-day working with staff. If employees have concerns, they should in the first instance raise these informally with their line manager and/or the colleague causing the concern. Many grievances can be straightforward to resolve through open discussion with co-workers, a line manager, or the Headteacher.
- 2.2 Issues should be raised directly with the member of staff in question or with the support of your line manager, and discussed in an honest way whilst ensuring a calm, respectful and professional approach.
- 2.3 All parties must take joint responsibility for putting any agreed resolutions into practice. Where management intervention is required, it is the line manager's responsibility to follow up on outcomes to ensure the resolutions are implemented and are working in practice.

### **3. Formal Resolution (Stage 2)**

- 3.1 If it is not possible or appropriate to resolve a grievance through informal means, employees can raise a grievance formally.
- 3.2 You should put your grievance in writing and submit it to your line manager or Headteacher. If your grievance concerns your line manager or Headteacher you may submit it to another senior member of staff such as the Deputy Head or your Head of Department. If you do not believe this is appropriate you may submit your grievance to the CEO or Chair of Governors.<sup>3.3</sup> The written grievance should set out the nature of the grievance, including any relevant facts, dates, and names of individuals involved so that we can investigate it. You should also set out what resolution you are seeking.<sup>3.4</sup> If your grievance concerns management action taken under any of our other procedures such as our Disciplinary and Capability Procedure or our sickness management procedures, your grievance will normally be dealt with as part of the management actions already underway under those procedures.

### **4. Formal Meeting**

- 4.1 Following submission of your written grievance we will acknowledge receipt and then we will contact you normally within 10 working days of receipt to make arrangements to meet. This maybe longer due to circumstances such as school holidays. The meeting is to discuss the nature of your concern and the remedy sought.

- 4.2 You may be accompanied at the meeting by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 4.3 If your companion is unavailable at the time a formal grievance meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 4.4 If you or your companion cannot attend the formal grievance meeting, you should inform us immediately and we will arrange an alternative time for the meeting to take place. You must make every effort to attend the meeting.
- 4.5 If, during the course of the meeting, it becomes apparent that the issues require further investigation, we will adjourn the meeting in order for the investigation to take place and we will inform the employee accordingly together with anticipated timescales. The Headteacher may undertake the investigation themselves, however, it might be appropriate for a separate independent investigating officer (IO) to be appointed. HR advice should be sought in this event. The investigation will be completed within a reasonable time period.
- 4.6 We may reconvene the meeting following the completion of the investigation.
- 4.7 We will write to you, usually within one week of the last grievance meeting, to confirm our decision. To notify you of action already taken/proposed as a result of any investigation and any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal

## **5. Appeal (Stage 3)**

- 5.1 If the grievance has not been resolved to your satisfaction at Stage 2 you may appeal in writing to the Trustees, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 5.2 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 4.2).
- 5.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

## **6. Timescales for Raising a Formal Grievance**

- 6.1 Grievances should normally be raised without unreasonable delay and in any event within 3 months of the decision or action the employee is concerned about. Employees wishing to raise a grievance outside of this 3 month period will need to give a satisfactory explanation as to why they did not meet this timescale.

## **7. Sickness**

- 7.1 We aim is to resolve all grievance matters with the minimum of delay. The grievance process may therefore continue during periods of sickness absence, including collecting relevant information or conducting interviews or meetings. The Headteacher, in consultation with HR advice, may decide how or when to continue to attempt to resolve the issue taking into account the nature of an employee's illness and the likely length of the absence.

## **Schedule 11 - 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 or engaging in an activity incompatible with the reason for your absence will be treated as misconduct and/or gross misconduct under our Disciplinary Procedure.
- 1.3 This policy applies to employees. It does not apply to casual workers, volunteers, contractors or agency staff.
- 1.4 This policy does not form part of any employee's contract of employment, and we may amend it at any time. We may apply a modified or shortened procedure where the employee has less than two years service or if otherwise appropriate in the circumstances.

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

- 2.1 If you cannot attend work because you are sick or injured you should follow the appropriate procedures specific to your school/company.

### **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 seven calendar days you must obtain a certificate from an eligible healthcare professional 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 healthcare professional provides a certificate stating that you “may be fit for work” you must inform your line manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of the healthcare professional’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 Monday to Friday, or as 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. Contractual sick pay: support staff**

- 5.1 Subject to paragraph 5.3, you may qualify for contractual sick pay provided you comply with this policy and any further requirements set out in your contract. This does not affect any entitlement you may have to receive SSP for the same periods of sickness absence, although any sick pay you receive from the Trust shall be inclusive of any SSP due to you.
- 5.2 Contractual sick pay for staff is paid on the following basis:

|                                |                             |
|--------------------------------|-----------------------------|
| First year of employment       | No Sick Pay                 |
| After first year of employment | 3 days Contractual Sick Pay |

5.3 When this entitlement is exhausted, you will not qualify for contractual sick pay until the next financial year, although this does not affect any entitlement you may have to receive further SSP.

5.4 Contractual sick pay is paid at our discretion and we may amend or withdraw the scheme at any time.

## **6. Bradford factor**

6.1 The Bradford Factor is a management tool which can illustrate the disruptive impact of frequent short-term absence relative to occasional longer spells of absence. Bradford scores are a way of identifying individuals with serious absence and patterns of absence worthy of further investigation. It is calculated over a rolling 52 week period.

## **7. Bradford factor calculation**

7.1 The Bradford Factor calculation is as follows:

$S \times S \times D = \text{Bradford points score}$

Where S is the number of occasions of absence in the last 52 weeks and D is the total number of days absence in the last 52 weeks.

7.2 The Bradford score can vary enormously, depending on the number of occasions involved.

For example:

One absence equalling 14 days is calculated  $1 \times 1 \times 14 = 14$

Six absences equalling 14 days is calculated  $6 \times 6 \times 14 = 504$

14 absences equalling 14 days is calculated  $14 \times 14 \times 14 = 2,744$

7.3 These are calculated over a rolling 52 week period for all absences not covered by any authorised leave and can include incidents of lateness.

## **8. Bradford factor thresholds**

8.1 Monitoring Bradford Factor levels is not intended to penalise genuine sickness absence but to identify patterns of non-attendance which need to be addressed. All absences will be counted over a rolling 52 week period and Management Action will be triggered at the predefined thresholds outlined below. Employees will have the right to appeal at every formal stage.

8.2 Any absence which is related to a disability or is due to pregnancy will be discounted for the purposes of working out the Bradford Factor score.

| Score         | Management Action                            |
|---------------|--|
| 40 – 99       | HR Acknowledgement & Line Manager Discussion |
| 100 – 200     | Return to work interview                     |
| 201 and above | Formal absence support meeting               |

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

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

9.1.1 ensuring you are fit for work and agreeing any actions necessary to facilitate your return;

- 9.1.2 confirming you have submitted the necessary certificates;
  - 9.1.3 updating you on anything that may have happened during your absence;
  - 9.1.4 raising any other concerns regarding your absence record or your return to work.
- 9.2 A manager will conduct a return to work interview with you once you have hit 100 on the Bradford factor scale. Thereafter, you will continue to have return to work interviews after each period of sick leave, regardless of its length.

## **10. Managing long-term or persistent absence**

- 10.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 10.2 We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.
- 10.3 Meetings will be conducted by your line manager and may be attended by a member of the Human Resources department.
- 10.4 You may bring a companion to any meeting or appeal meeting under this procedure. Your 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.
- 10.5 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.
- 10.6 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **11. Medical examinations**

- 11.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).
- 11.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with our Fair Processing Notice (Employee Data).

## **12. Initial sickness absence meeting**

- 12.1 The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.
- 12.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
- 12.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

**13. If matters do not improve**

- 13.1 If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

**14. Final sickness absence meeting**

- 14.1 Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.
- 14.2 You must make every effort to attend the meeting, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence.

**15. Appeals**

- 15.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the CEO or COO, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 15.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 15.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
- 15.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## **Schedule 12 - Menopause policy**

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

- 1.1 We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that, for some, menopause will have an adverse impact on their working lives.
- 1.2 The purpose of this policy is to:
  - 1.2.1 raise awareness of menopause and its impact in the workplace;
  - 1.2.2 encourage open conversations between line managers and staff; and
  - 1.2.3 direct staff to relevant advice and assistance.
- 1.3 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.
- 1.4 Any information you provide to us about your health will be processed in accordance with our Fair Processing Notice (Employee Data). We recognise that this data is sensitive and will handle it in a confidential manner.

### **2. Who does this policy apply to?**

- 2.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

### **3. What is menopause?**

- 3.1 All women will experience menopause at some point during their life. Menopause can also impact trans and non-binary people who may not identify as female.
- 3.2 Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
- 3.3 Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
- 3.4 The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate.
- 3.5 Menopause is preceded by perimenopause, during which the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes perimenopause.

### **4. Open conversations**

- 4.1 Menopause is not just an issue for women. All staff should be aware of menopause so that they can support those experiencing it or otherwise affected by it.
- 4.2 We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

- 4.3 Anyone affected by menopause should feel confident to talk to their line manager or the HR Department about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work.
- 4.4 Line managers and the HR Department should be ready to have open conversations with staff about menopause and what support is available. These conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Fair Processing Notice (Employee Data).
- 5. Risk assessments**
- 5.1 We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those experiencing menopause.
- 6. Support and adjustments**
- 6.1 While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
- 6.2 If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so, you should contact the HR Department.
- 6.3 Physical adjustments could include temperature control, provision of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working may be considered. We may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.
- 6.4 We may refer you to either or both an Occupational Health provider or a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.



### **Schedule 13 - 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 two 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:
  - 2.1.1 be an employee;
  - 2.1.2 not have made 2 flexible working requests 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:
  - 3.1.1 to reduce or vary your working hours;
  - 3.1.2 to reduce or vary the days you work;
  - 3.1.3 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:
  - 4.1.1 state that it is a flexible working request;
  - 4.1.2 explain the change being requested and propose a start date;
  - 4.1.3
  - 4.1.4 state whether you have made any previous flexible working requests and the dates.

#### **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:
- 6.5.1 the burden of additional costs;
  - 6.5.2 detrimental effect on ability to meet stakeholder demand;
  - 6.5.3 inability to reorganise work among existing staff;
  - 6.5.4 inability to recruit additional staff;
  - 6.5.5 detrimental impact on quality;
  - 6.5.6 detrimental impact on performance;
  - 6.5.7 insufficiency of work during the periods that you propose to work; or
  - 6.5.8 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. This includes a decision following a trial period.
- 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 14 - 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.

### **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. The Headteacher may, at their absolute discretion, authorise paid leave for a maximum of eighteen days in any twelvemonth period to enable an employee to function as a Justice of the Peace.
- 3.2 If you are unsure whether a public service that you perform is covered by this policy you should speak to the Human Resources Department.
- 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 and the Human Resources Department 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.

### **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 We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement to meet training commitments. In exceptional circumstances – if it is not practicable for training to take place during education establishment holidays – authorised paid leave up to a maximum of ten working days per annum.
- 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 15 - Career break and sabbatical policy**

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

- 1.1 You may be interested in a career break for a vast variety of reasons (travel, voluntary work, family, further education) and Gateway Trust believes that these may assist with improving employee relations and aiding retention of key employees. However, each case will be considered by the Headteacher on its own merits and due consideration will be given to the request balanced against the needs of the school. The Trust will not allow a career break for the purpose of taking up alternative employment or starting a personal business venture.
- 1.2 There are two basic forms that this type of arrangement can take:
  - 1.2.1 a period of unpaid leave during which the employment continues (see sabbaticals at paragraph 4) or;
  - 1.2.2 a temporary break in the employment relationship, with an agreement to resume the employment at the end of the career break (see career break at paragraph 5).

### **2. Application**

- 2.1 There is no general legal right to request, or be granted, a career break or sabbatical so this is entirely at the Headteacher's discretion, who will deal with such requests consistently.
- 2.2 You should first discuss the career break you wish to take informally with your line manager or the HR Manager to outline the reason for your request, the proposed length of the absence and consider how your workload might be managed while you are away.
- 2.3 You should then submit a written application for a career break to the Headteacher, at least three months before the anticipated start date. In exceptional circumstances, the school may waive this time limit. The application should set out:
  - 2.3.1 the reason for the proposed career break;
  - 2.3.2 the dates between which you wish to take the career break;
  - 2.3.3 whether you have previously taken any career breaks and, if so, the dates between which you have taken them;
  - 2.3.4 the benefits to the school, if any, of the proposed career break; and
  - 2.3.5 how you consider your work can be covered in your absence.
- 2.4 Each application will be considered on its own merits. You should not commit to plans before the application for a career break has been agreed by the Trust in writing.
- 2.5 When considering an application, the following are examples of the factors that will be taken into account:
  - 2.5.1 the purpose of, or reasons for, the career break;
  - 2.5.2 the period of absence requested;
  - 2.5.3 your performance record;
  - 2.5.4 the number and length of any previous career breaks taken;

- 2.5.5 the operational needs of the School;
- 2.5.6 the need to retain your skills, knowledge and experience;
- 2.5.7 the school's ability to cover your duties on a temporary basis; and
- 2.5.8 the potential benefits of the proposed career break.

### **3. Responding to your application**

- 3.1 The Headteacher will try to respond to the request in writing within seven days of receipt of the written application.
- 3.2 The Headteacher may hold a meeting to discuss the request if they think this will be helpful.
- 3.3 If the request for a career break or sabbatical is refused, the Headteacher will explain the reasons for the decision. If you believe you have been unreasonably refused a career break or sabbatical or have been victimised for requesting one, you may raise a grievance under the Trust's Grievance Procedure.
- 3.4 Where you request a career break or sabbatical for reasons relating to family, depending on the circumstances and the length of leave required, this may be more appropriately dealt with as parental leave or another form of leave. In these circumstances the Headteacher will discuss other available options with you.
- 3.5 If the Headteacher accepts the request, they will write to confirm the start and return dates of the career break or sabbatical and will set out the changes to your terms of employment. You must sign and return a copy of the letter to accept the changes and, until this is received, the career break or sabbatical will not have been agreed.
- 3.6 Career breaks/sabbaticals can be granted for up to one year.

### **4. Sabbatical**

- 4.1 Where the arrangement is that the employee will remain in employment during a period of extended unpaid leave, this is commonly referred to as a sabbatical. The terms of the arrangement will be set out in a written agreement so that both parties are clear on their rights, obligations and duties during the period of the sabbatical and afterwards.
- 4.2 As the employment relationship continues during the period of the sabbatical, this means that you maintain continuity of employment (which is important in relation to some key employment rights and claims, such as the ability to claim unfair dismissal or to a redundancy payment if your role is no longer available at the end of the sabbatical period).
- 4.3 You will also continue to accrue statutory annual leave during a sabbatical, although any additional contractual annual leave (over and above the statutory minimum) will be suspended by agreement, which will be covered in the sabbatical agreement. The sabbatical agreement will also make it clear which benefits continue during the sabbatical and which are suspended.
- 4.4 The fact that your employment continues during the sabbatical also means that you will remain bound by your contractual terms during the sabbatical period. The Trust may require you to keep yourself up-to-date with developments.

### **5. Career break**

- 5.1 If granted a career break, your employment will temporarily cease and continuity of employment will be broken. You will be required to resign, and would not retain any employment rights during the career

break. Annual leave would not accrue and there is more flexibility about re-employment at the end of the career break.

- 5.2 At the end of a career break, a role will be sought for you in the event that you seek to return to work within a specified timeframe. However, the Trust will not guarantee that a specific role will be available, or even that a role will definitely be offered.
- 5.3 The employee must tell their line manager about any change of address or other contact or personal details during their career break.
- 5.4 In the event that during their absence the role from which they are taking a career break is affected by reorganisation, restructuring or redundancy, every effort will be made to consult with the employee as appropriate.
- 5.5 You must obtain prior written approval from the Headteacher before undertaking paid work for anyone else during a career break.
- 5.6 When approving a request for a career break the Headteacher/HR Manager will agree when you will need to contact the Trust before your return date to confirm arrangements. It is likely to be one month before your return date.
- 5.7 Consideration will be given to a request to return earlier than an agreed date, although it may not be possible to accommodate such a request.
- 5.8 If you are prevented from returning to work on your return date due to ill-health, you must contact your line manager as soon as possible in accordance with the Trust's Sickness Absence Policy.
- 5.9 If you are unable to return to work in accordance with previously agreed arrangements for any reason other than ill-health, you must immediately contact your line manager. In exceptional cases, consideration might be given to extending the period of your career break, providing that the overall period of absence does not exceed one year.
- 5.10 If you wish to terminate your employment while on a career break, unless the amount of notice required from you to do so has been varied by agreement with the Trust, you will be required to give notice in accordance with the terms of your contract.
- 5.11 On your return, your line manager will organise for you to attend a re-induction process. This will include training on any new systems or procedures that have been introduced during your absence and briefing on any changes that have taken place that will affect you.

## **Schedule 16 - Infectious diseases policy**

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

- 1.1 The purpose of this policy is to provide clear guidance in the event of a single confirmed case or a suspected outbreak of an infectious disease within the Trust. Although major outbreaks are rare the Trust must consider known disease risks and plan to manage and contain the spread of an infectious disease to reduce the risk posed to staff, visitors and clients.
- 1.2 It is not always possible to identify how infection will be spread therefore precautions to prevent the spread of infection must be followed at all times. By following these standard precautions, the chain of infection can be broken and a safe working environment created.
- 1.3 The policy will outline what action is to be taken, by whom and the key lines of communication needed to ensure a timely, sensitive and professional response. The detail within this policy should not be restrictive, as each event will differ. Given the number of ways we may be informed of an infectious disease case and the range of potential exposure, the scope of our response and key staff involved may vary.
- 1.4 It is our policy to communicate with staff, clients and visitors where appropriate and, where necessary, medical authorities and to take appropriate measures to minimise any spread of infection.
- 1.5 Discrimination against and/or harassment of an employee who has or is suspected to have an infectious disease may result in disciplinary action under our Disciplinary Policy.
- 1.6 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.7 This policy applies to all staff including employees, agency workers, consultants and self-employed contractors.

### **2. Ways infection can spread**

- 2.1 There are a number of ways infection can spread. Infections can spread faster where staff share close proximity.
- 2.2 Infection can spread by:
  - 2.2.1 Air-borne transmission: Micro-organisms are spread through the air, for example by coughing or sneezing.
  - 2.2.2 Direct contact: Micro-organisms are spread from person to person or indirectly with an inanimate object that has been previously contaminated.
  - 2.2.3 Faecal-oral transmission: spread from hand to mouth through inadequate hand washing after a toilet visit.

### **3. How to prevent the spread of infection**

- 3.1 To fight against infection, general high standards of cleanliness must be observed. Ways in which the spread of infection can be prevented are:
  - 3.1.1 Hand washing

Hand hygiene is widely acknowledged to be one of the most important ways of controlling the spread of infection. All staff are required to wash their hands with warm water and soap after using the



toilet, blowing their nose and in other appropriate situations. After hand washing it is important that hands are dried thoroughly as wet surfaces transfer organisms more effectively than dry ones.

- 3.2 If employees use hand sanitiser then an alcohol based hand sanitiser should be used. Hand sanitation must be used repeatedly through the day and not only after washing hands.

- 3.2.1 Social distancing

- 3.3 Maintain at least two metre (six feet) distance between yourself and anyone who is coughing or sneezing. This is because when someone coughs or sneezes they spray small liquid droplets from their nose or mouth which may contain virus. Due to the nature of the tasks being carried out where the two metre distancing cannot take place individuals should wear masks to protect from contact. The application of common sense will also minimise the transfer of the virus.

- 3.3.1 Avoid touching eyes, nose and mouth

- Once contaminated, hands can transfer the virus to your eyes, nose or mouth. From there, the virus can enter your body and can make you sick.

- 3.3.2 Practise respiratory hygiene

- Make sure you, and the people around you, follow good respiratory hygiene. This means covering your mouth and nose with your bent elbow or tissue when you cough or sneeze. Then dispose of the used tissue immediately.

- Droplets spread virus. By following good respiratory hygiene you protect the people around you from viruses.

- 3.3.3 Bins

- It is important that tissues and other types of rubbish are disposed of immediately in the appropriate receptacles.

- 3.3.4 If you have fever, cough and difficulty breathing, seek medical care early

- Stay at home if you feel unwell. If you have a fever, cough and difficulty breathing, seek medical attention and call in advance. Follow the directions of your local health authority.

#### **4. Attending our premises and Alternative Working Arrangements**

- 4.1 Members of staff should observe government issued guidance where published on the impact of any particular disease or infection and should make a judgement as to their situation in relation to travel, attendance at work and any isolation and quarantine arrangements.
- 4.2 Members of staff may be refused entry to our premises and/or be required to work from home, where possible, or from an alternative place of work, if available as the Trust deems appropriate. Managers will advise them of any such requirement. Such employees will receive their normal pay.
- 4.3 Members of staff who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, members of staff should not be required to do anything they cannot do competently or safely.

#### **5. Sickness Absence**

- 5.1 If you cannot attend work because you are sick or injured or not fit for work due to contracting an infectious disease you should inform the Trust by following the sickness absence reporting procedures as outlined in the Trust's Sickness Absence policy.

## **6. Other absence**

- 6.1 If you are absent as a result of the infectious disease but are not sick or injured, for example you have been advised by a medical professional or are following government guidance to self-isolate or to quarantine due to being informed by test and trace or have been to a country on the quarantine list, you should notify the Trust as above.

## **7. Evidence of incapacity**

- 7.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 7.2 For absence of more than seven calendar days you must provide a certificate from an eligible healthcare professional stating that you are not fit for work and 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.
- 7.3 If your healthcare professional 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 the healthcare professional's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

## **8. Pay**

- 8.1 The Trust will advise you in relation to your pay taking into account your specific circumstances and your status with the Trust whether you are an employee, agency worker, consultant or self-employed contractor.
- 8.2 If you have been signed off work due to an infectious disease then you may be entitled to SSP or contractual Sick Pay (together referred to as 'Sick Pay') in accordance with the Trust sick pay procedures.
- 8.3 Employees who are absent from work because they have been issued with a written notice from their GP or the NHS 111 helpline service will be entitled to Sick Pay in accordance with the Trust sick pay procedures.
- 8.4 Employees who are absent from work due to infectious diseases and who are not eligible for Sick Pay are not entitled to be paid for the time lost.

## **9. If you are not entitled to Sick Pay**

- 9.1 Employees should discuss with their line manager, who retains overall discretion in the matter whether to treat the absence as annual leave.
- 9.2 If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours.

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

- 10.1 After a period of absence your manager may hold a return-to-work interview with you. The purposes may include:
- 10.1.1 ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
  - 10.1.2 confirming you have submitted the necessary certificates;
  - 10.1.3 updating you on anything that may have happened during your absence;

10.1.4 raising any other concerns regarding your absence record or your return to work.

**11. Long term and persistent absence**

11.1 Long term and/ or persistent absence will be dealt with under our Sickness Policy.

11.2 We may ask you to attend a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

11.3 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential in accordance with our Fair Processing Notice (Employee Data).

## **Schedule 17 - Health and safety policy summary**

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

- 1.1 This policy is a summary of our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work. Please refer to the separate Health and Safety Policy for further information.
- 1.2 The COO 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 COO.
- 2.3 You must cooperate 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, including manual handling, control of substances hazardous to health (COSHH), working at height, and asbestos awareness when necessary.

### **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, near misses 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, near misses and injuries at work, however minor, should be reported to the on-site person responsible for first-aid and recorded in the Accident Book which is kept online.

### **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 in your designated establishment .

7.3 Fire drills will be held three times a year 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 the COO.

## **Schedule 18 - 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.
- 1.4 If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager.

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

- 2.1 Smoking is not permitted anywhere in our workplace. 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.

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

- 3.1 You may only smoke outside and offsite 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 19 - 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:
  - 1.2.1 All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.
  - 1.2.2 Staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
  - 1.2.3 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 This policy does not form part of any contract of employment or other policy to provide services, and we may amend it at any time.
- 1.5 Any information you provide to us about your health will be processed in accordance with our Fair Processing Notice (Employee Data). We recognise that such data is sensitive and will handle it in a confidential manner.

### **2. Who does this policy apply to?**

- 2.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

### **3. Our approach to alcohol and drug misuse**

- 3.1 We will not accept staff arriving at work under the influence of alcohol or drugs, 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.

### **4. Identifying a problem**

- 4.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their line manager or the HR Department. If they will not seek help themselves, you should draw the matter to the attention of your line 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.
- 4.2 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible. An Occupational Health provider can assist you and will, where possible, do so in confidence.

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

- 5.1 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.

- 5.2 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.
- 5.3 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 will be considered serious misconduct.
- 5.4 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.
- 5.5 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 HR Department without delay.

## **6. Searches**

- 6.1 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, and packages.
- 6.2 Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.

## **7. Drug and alcohol screening**

- 7.1 We may require any member of staff to participate in a drug or alcohol screening programme where there is reasonable cause to suspect that the individual has been under the influence of drugs or alcohol at work or that their work has been affected by drug or alcohol misuse.
- 7.2 Drug and alcohol screening will be conducted by an external provider. Arrangements will be discussed with affected members of staff at the start of each screening programme.

## **8. Managing suspected substance misuse**

- 8.1 Where a line manager considers that a deterioration in work performance or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from the HR Department.
- 8.2 If your line 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:
  - 8.2.1 discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance or behaviour; and
  - 8.2.2 where appropriate, offer to refer you to an Occupational Health provider for medical or specialist advice.
- 8.3 If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs, they shall immediately contact your HR Department in order that you can be provided with assistance and an investigation can be undertaken.



- 8.4 If you agree to be referred to an Occupational Health provider, your HR Department will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.
- 8.5 Occupational Health may ask for your consent to approach your GP for advice. A report will be sent to your HR Department who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.
- 8.6 If, as the result of the meeting or investigation, your line manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to an Occupational Health provider or appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

## **9. Providing support**

- 9.1 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:
- 9.1.1 Referral to appropriate treatment providers, where necessary in conjunction with your GP.
  - 9.1.2 Time off work to attend treatment.
  - 9.1.3 Adjusting your duties or other support as recommended by the Occupational Health provider, your GP or specialist during treatment and for an agreed period afterwards, subject to operational requirements and feasibility.
- 9.2 If you do not finish a programme of treatment, or your recovery and return to work does not go as planned, your HR Department will meet with you to decide what further action if any should be taken.

## **10. Confidentiality**

- 10.1 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.
- 10.2 If you seek help with an alcohol or drug-related problem directly from your HR Department and you wish to keep matters confidential from your line manager and colleagues, this will be respected unless there is reason to believe that this could put you, your colleagues or anyone else at risk or carries some other material risk for the business. In those circumstances your HR Department will encourage you to inform your line manager and will give you sufficient time to do so before discussing the matter with them.

## **11. Performance and disciplinary issues**

- 11.1 If you agree to undertake appropriate treatment 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.
- 11.2 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 20 - Fair processing notice (employee data)**

### **1. About this document**

- 1.1 During the course of our activities we will process personal data (which may be held on paper, electronically, or otherwise) about our staff and we recognise the need to treat it in an appropriate and lawful manner, in accordance with the United Kingdom General Data Protection Regulation (UK GDPR). The purpose of this notice is to make you aware of how we will handle your personal data. Please refer to your specific school's privacy notice for more specific details on how we use your personal data.
- 1.2 This notice does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Data protection principles**

- 2.1 We will comply with the six data protection principles in the UK GDPR, which say that personal data must be:
  - 2.1.1 Processed fairly and lawfully.
  - 2.1.2 Collected for specified, explicit and legitimate purposes and processed in an appropriate way.
  - 2.1.3 Adequate, relevant and not excessive for the purpose.
  - 2.1.4 Accurate and kept up to date.
  - 2.1.5 Not kept longer than necessary for the purpose.
  - 2.1.6 Processed in a manner that ensures appropriate security of the data.
- 2.2 "Personal data" means recorded information we hold about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to our intentions about you. "Processing" means doing anything with the data, such as storing, accessing, disclosing, destroying or using the data in any way.

### **3. Fair and lawful processing**

- 3.1 We will usually only process your personal data where the processing is necessary to comply with our legal obligations, for the protection of your vital interests, for our legitimate interests or the legitimate interests of others. The full list of conditions is set out in the UK GDPR.
- 3.2 We will only process "special categories of data" about ethnic origin, political opinions, religious or similar beliefs, trade union membership, health, sex life, criminal proceedings or convictions, genetic data and data about sexual orientation where a further condition is also met. Usually this will mean that you have given your explicit consent, or that the processing is legally required for employment purposes. The full list of conditions is set out in the UK GDPR.

### **4. How we are likely to use your personal data**

- 4.1 We will process data about staff for legal, personnel, administrative and management purposes and to enable us to meet our legal obligations as an employer, for example to pay you, monitor your performance and to confer benefits in connection with your employment.
- 4.2 We may process special categories of data relating to staff including, as appropriate:

- 4.2.1 information about an employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the employee's fitness for work;
  - 4.2.2 the employee's gender, sexual orientation, racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - 4.2.3 in order to comply with legal requirements and obligations to third parties.
- 5. Processing for limited purposes**
- 5.1 We will only process your personal data for the specific purpose or purposes notified to you or for any other purposes specifically permitted by the UK GDPR.
- 6. Adequate, relevant and non-excessive processing**
- 6.1 Your personal data will only be processed to the extent that it is necessary for the specific purposes notified to you.
- 7. Accurate data**
- 7.1 We will keep the personal data we store about you accurate and up to date. Data that is inaccurate or out of date will be destroyed. Please notify us if your personal details change or if you become aware of any inaccuracies in the personal data we hold about you.
- 8. Data retention**
- 8.1 We will not keep your personal data for longer than is necessary for the purpose. This means that data will be destroyed or erased from our systems when it is no longer required.
- 9. Processing in line with your rights**
- 9.1 You have the right to:
  - 9.1.1 Request access to any personal data we hold about you.
  - 9.1.2 Prevent the processing of your data for direct-marketing purposes.
  - 9.1.3 Ask to have inaccurate data held about you amended.
  - 9.1.4 Ask to have data deleted where there is no good reason for us to continue processing it.
  - 9.1.5 Prevent processing that is likely to cause unwarranted substantial damage or distress to you or anyone else.
  - 9.1.6 Object to any decision that significantly affects you being taken solely by a computer or other automated process.
- 10. Data security**
- 10.1 We will ensure that appropriate measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.
- 10.2 We have in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. We will only transfer personal data to a third party if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

- 10.3 Maintaining data security means guaranteeing the confidentiality, integrity and availability (for authorised purposes) of the personal data.

**11. Providing information to third parties**

- 11.1 We will not disclose your personal data to a third party without your consent unless we are satisfied that they are legally entitled to the data. Where we do disclose your personal data to a third party, we will have regard to the six data protection principles.

**12. Subject access requests**

- 12.1 If you wish to know what personal data we hold about you, you must make the request in writing. All such written requests should be forwarded to the Data Protection Officer.

**13. Breaches of data protection principles**

- 13.1 If you consider that the data protection principles have not been followed in respect of personal data about yourself or others you should raise the matter with your line manager. Any breach of the UK GDPR will be taken seriously and may result in disciplinary action.

## **Schedule 21 - Criminal records information and DBS checks policy**

### **1. Introduction**

- 1.1 This document sets out the Trust's policy on asking questions about a prospective (or existing) employee's criminal record, and carrying out Disclosure and Barring Service (DBS) checks.
- 1.2 This policy sets out our commitment to comply with the DBS Code of Practice and our data protection obligations, to treat prospective employees fairly and not to discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed. Its purpose is to set out how we comply with our data protection obligations in respect of criminal records information and seek to protect such information, and to ensure that staff understand and comply with the rules governing the collection, use and deletion of criminal records information to which they may have access in the course of their work.
- 1.3 We are committed to complying with our data protection obligations and the DBS Code of Practice in relation to criminal records information, in particular:
  - 1.3.1 in relation to the circumstances in which we seek criminal records information;
  - 1.3.2 by being concise, clear and transparent about how we obtain and use such information, and how (and when) we delete it once it is no longer required; and
  - 1.3.3 by ensuring the correct handling, use, storage, retention and disposal of DBS certificates and certificate information.
- 1.4 The Trust's Data Protection Officer is responsible for informing and advising the Trust and its staff on its data protection obligations, including in relation to criminal records information, and for monitoring compliance with those obligations and with the Trust's policies. If you have any questions or comments about the content of this policy or if you need further information, you should contact the data protection officer. You should contact the Trusts DPO officer for more information.

### **2. Policy statement**

- 2.1 Having a criminal record will not necessarily bar you from working with us. We will take into account the circumstances and background of any offences and whether they are relevant to the position in question, balancing the rights and interests of the individual, our employees, customers/clients, suppliers and the public.
- 2.2 We will treat all applicants, and employees and volunteers fairly but reserve the right to withdraw an offer or contract of employment if you do not disclose relevant information, or if a DBS check reveals information which we reasonably believe would make you unsuitable for the role.

### **3. Scope and definitions**

- 3.1 This policy applies to criminal records information relating to job applicants and current and former staff, including employees, temporary and agency workers, interns, volunteers and apprentices.
- 3.2 Staff should refer to our Fair Processing Notice (Employee Data), GDPR Privacy Notice and, where appropriate, to our other relevant policies.
- 3.3 We will review and update this policy regularly in accordance with our data protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time.

#### **4. Asking for criminal records information**

- 4.1 Before recruiting for any post the Human Resources Department will assess whether it is justified in seeking criminal records information for that particular post (see paragraph 4.3 below) and, if so:
  - 4.1.1 whether it is appropriate to limit the information sought to offences that have a direct bearing on suitability for the job in question; and
  - 4.1.2 whether the information should be obtained from the individual or the DBS.
- 4.2 If an assessment under paragraph 4.1 has been carried out for the same or a similar post within the last 12 months, the Human Resources Department may rely on that assessment.
- 4.3 The Trust will be justified in obtaining criminal records information for a particular post if it is necessary:
  - 4.3.1 for the performance of the employment contract for that post;
  - 4.3.2 in order for the Trust to comply with a legal obligation to which it is subject;
  - 4.3.3 in order to protect the vital interests of our students; and/or
  - 4.3.4 for the purposes of the Trust's legitimate interests.
- 4.4 The level of criminal records information and DBS check that the Trust is entitled to request will depend on the post for which the prospective or current employee's suitability is being assessed. Further details are set out at paragraph 7.
- 4.5 We will only ask for criminal records information or carry out a DBS check once the employee has a conditional offer of employment and in the case of existing employees every five years. Staff may also be required as a condition of their employment to notify us about certain convictions and cautions which occur at any point subsequent to recruitment and during the period of time that they are employed by the Trust. Further information on this, including what convictions or cautions do not need to be disclosed, can be found in your contract of employment and in this policy.
- 4.6 We will only ask an individual to provide criminal records information that the Trust would be legally entitled to see in a DBS check for the relevant post (see paragraph 7), i.e.:
  - 4.6.1 if the Trust is justified in seeking criminal records information for the post, and the post is not exempt from the Rehabilitation of Offenders Act 1974, individuals are not required to disclose convictions or conditional cautions that are spent under the Rehabilitation of Offenders Act 1974; and
  - 4.6.2 if the Trust is justified in seeking criminal records information for the post, and the post is exempt from the Rehabilitation of Offenders Act 1974, individuals can be required to disclose if they have any convictions or cautions, which are not filtered (or 'protected' as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended)). For further information on filtering, see paragraph 8.
- 4.7 If the information sought can be limited to offences that have a direct bearing on suitability for the job in question, the Human Resources Department will amend accordingly any questions asked of prospective or current employees or the checks conducted for these individuals
- 4.8 Where a DBS check is identified as necessary, all application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position.

- 4.9 Applicants will only be asked to complete a criminal records information form or DBS check before an offer of employment is made unconditional; they will not be asked to do so during the earlier short-listing, interview or decision-making stages.
- 4.10 Before an individual is asked to complete a criminal records information form or DBS check, they will be provided with a copy of this policy.
- 4.11 If the Trust is not justified in seeking criminal records information for the post, it will not ask an applicant for criminal records information.
- 4.12 If it is assessed that the Trust should use the DBS to verify criminal records information, the Trust will:
  - 4.12.1 provide the individual concerned with a copy of this policy before asking them to complete a DBS application form or asking for their consent to use their information to access the DBS update service;
  - 4.12.2 make every subject of a DBS check aware of the existence of the DBS Code of Practice and make a copy available on request. A copy is available on the Government's website and by clicking [here](#); and
  - 4.12.3 comply with the DBS Code of Practice.
- 4.13 Once criminal records information has been verified through a DBS check, the Trust will:
  - 4.13.1 if inconsistencies emerge between the information provided by the individual and the information in the DBS certificate, give the individual the opportunity to provide an explanation in accordance with paragraph 5; and
  - 4.13.2 record that a DBS check was completed and whether it yielded a satisfactory or unsatisfactory result; and
- 4.14 The Trust will not seek criminal records information from any source other than the individual concerned or the DBS.
- 4.15 DBS certificate information will be handled and kept in accordance with the Trust's policy on handling DBS certificate information set out in paragraph 9.

## **5. Where an unprotected conviction or caution is disclosed**

- 5.1 If the Trust has concerns about the information that has been disclosed by the individual or by the DBS, or the information is not as expected, the Trust will discuss its concerns with the prospective or current employee and carry out a risk assessment.
- 5.2 The Trust has a legal duty, when recruiting staff to work in regulated activity with children or vulnerable adults, to check whether they are on the relevant children's or adults' barred list. If a prospective or current employee's name does appear on the relevant barred list, it would be against the law for the Trust to employ or continue to employ them to work or volunteer with the relevant group.
- 5.3 If a prospective or existing employee is not barred from working with the relevant group, but nevertheless has a criminal record, it is up to the Trust to decide on their suitability for the role. The Trust will not refuse a prospective employee or terminate an existing employee's employment simply on the basis that they have a criminal record. Before making a decision, the Trust will:
  - 5.3.1 give the prospective or existing employee the opportunity to address its concerns before making any decisions; and
  - 5.3.2 carry out a risk assessment.

- 5.4 In carrying out a risk assessment, the Trust will take account of:
- 5.4.1 the relevance of the conviction or other matter revealed to the position in question;
  - 5.4.2 the seriousness of the offence or other matter revealed;
  - 5.4.3 the circumstances of the offence;
  - 5.4.4 the age of the offence;
  - 5.4.5 whether there is a pattern of offending; and
  - 5.4.6 whether circumstances have changed since the offending took place.
- 6. Training**
- 6.1 The Trust will ensure that an appropriate number (as specified above) within the organisation involved in the recruitment process:
- 6.1.1 have been suitably trained to identify and assess the relevance and circumstances of offences; and
  - 6.1.2 have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974.
- 7. Level of DBS check**
- 7.1 The level of DBS check that the Trust is entitled to request will depend on the position for which the prospective or existing employee's suitability is being assessed. The Trust may request:
- 7.1.1 a criminal conviction certificate (CCC) (also referred to as a basic disclosure) if the position is covered by the Rehabilitation of Offenders Act 1974;
  - 7.1.2 a criminal record certificate (CRC) (also referred to as a standard disclosure) if the position is excepted from the protections of the Rehabilitation of Offenders Act 1974 (i.e. included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, as amended);
  - 7.1.3 an enhanced criminal record certificate (ECRC) (also referred to as an enhanced disclosure) if the position is:
    - 7.1.3.1 excepted from the protections of the Rehabilitation of Offenders Act 1974 (i.e. included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, as amended); and
    - 7.1.3.2 prescribed in the Police Act 1997 (Criminal Records) Regulations 2002; and
    - 7.1.3.3 in addition, a search of the children's and/or adults' barred list if the position is:
      - 7.1.3.3.1 eligible for an ECRC; and
      - 7.1.3.3.2 prescribed in the Police Act 1997 (Criminal Records) Regulations 2009 as one for which the children's and/or adults' barred list may be checked.



- 7.2 Further details about what criminal records information is included on a particular type of certificate can be found on the Government's website [here](#).

## **8. Filtering of protected convictions and cautions**

- 8.1 Certain old and minor convictions and cautions are 'protected', which means:

- 8.1.1 they are filtered out of a DBS check;
- 8.1.2 they need not be disclosed by prospective employees to the Trust; and
- 8.1.3 they will not be taken into account by the Trust in making decisions about employing a prospective employee.

- 8.2 Certain 'listed offences' will never be filtered out (for more information see the Government guidance at the link [here](#)). The list includes offences which are particularly serious, relate to sexual or violent offending or are relevant in the context of safeguarding.

- 8.3 A conviction will be a protected conviction (i.e. filtered out) if:

- 8.3.1 the offence was not a listed offence;
- 8.3.2 it did not result in a custodial sentence (or sentence of service detention); and
- 8.3.3 where the individual was an adult (18 or over) at the time of conviction, 11 years or more have passed since the date of the conviction (or five years six months or more have passed since the date of conviction if the individual was under 18 at the time of conviction).

- 8.4 A caution will be a protected caution (i.e. filtered out) if:

- 8.4.1 the person was under 18 years of age at the time the caution was given; or
- 8.4.2 the person was 18 years old or over at the time the caution was given, and
  - 8.4.2.1 the offence was not a listed offence; and
  - 8.4.2.2 six years or more have passed since the date of the caution.

- 8.5 As part of an ECRC, the police may also disclose information that they reasonably believe is relevant and ought to be included.

- 8.6 For further guidance on filtering, see the DBS filtering guidance on the Government's website or by clicking [here](#).

## **9. Data Storage and access**

- 9.1 The Trust does not store copies of DBS certificates, but will ensure that DBS certificate information is kept securely, on a secure online register with access strictly controlled and limited to those who are entitled to see it as part of their duties.

## **10. Handling**

- 10.1 In accordance with section 124 of the Police Act 1997, the Trust will ensure that certificate information is only passed to those who are authorised to receive it in the course of their duties. The Trust maintains a record of all those to whom certificates or certificate information has been revealed. It is a criminal offence to pass this information to anyone who is not entitled to receive it.

- 10.2 Once the DBS certificate has been inspected, it will be destroyed in accordance with the Code of Practice.

## **11. Usage**

- 11.1 Certificate information must only be used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

## **12. Retention**

- 12.1 Once a recruitment (or other relevant) decision has been made, the Trust does not keep certificate information for any longer than is necessary. This is generally after you have left employment with the Trust.
- 12.2 If, in very exceptional circumstances, it is considered necessary to keep certificate information for longer than six months, we will consult the DBS about this and will give full consideration to the data protection and human rights of the individual before doing so.
- 12.3 Throughout this time, the usual conditions regarding the safe storage and strictly controlled access will prevail.

## **13. Disposal**

- 13.1 Once the retention period has elapsed, we will ensure that any DBS certificate information is immediately destroyed by secure means, e.g. by shredding, pulping or burning. While awaiting destruction, certificate information will not be kept in any insecure receptacle (e.g. waste bin or confidential waste sack).
- 13.2 We will not keep any photocopy or other image of the certificate or any copy or representation of the contents of a certificate. However, notwithstanding the above, we may keep a record of the date of issue of a certificate, the name of the subject, the type of certificate requested, the position for which the certificate was requested, the unique reference number of the certificates and the details of the recruitment decision taken.

## **14. Acting as an umbrella body**

- 14.1 Before instructing an umbrella body (an umbrella body being a registered body which countersigns applications and receives certificate information on behalf of other employers or recruiting organisations), we will take all reasonable steps to satisfy ourselves that they will handle, use, store, retain and dispose of certificate information in full compliance with the Code of Practice and in full accordance with this policy.
- 14.2 We will also ensure that any body or individual, at whose request applications for DBS certificates are countersigned, has such a written policy and, if necessary, will provide a model policy for that body or individual to use or adapt for this purpose.

## **Schedule 22 - IT and communications systems policy**

### **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 The Director of IT has overall responsibility for this policy, including keeping it under review.
- 1.3 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.
- 1.4 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 the Director of IT. 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 the IT Director.
- 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 the IT Director 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 should also include our standard e-mail signature and disclaimer.
- 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:
- 4.4.1 send or forward private e-mails at work which you would not want a third party to read;
  - 4.4.2 send or forward chain mail, junk mail, cartoons, jokes or gossip;
  - 4.4.3 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
  - 4.4.4 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 primarily for business purposes. Occasional personal use may be permitted as set out in paragraph 6.
- 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.
- 5.4 You should never access without prior approval, the following from our network or using a device you have been issued with by us: online radio, audio and video streaming (including streaming of, or downloading of, television radio or films), instant messaging (for personal use), social networking sites.

## **6. Personal use of our systems**

- 6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2 Personal use must meet the following conditions:
- 6.2.1 it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
  - 6.2.2 personal e-mails should be labelled "personal" in the subject header;
  - 6.2.3 it must not affect your work or interfere with the business;
  - 6.2.4 it must not commit us to any marginal costs; and
  - 6.2.5 it must comply with our policies including the Diversity, Equity and Inclusion Policy, Anti-harassment and Bullying Policy, Fair Processing Notice (Employee Data) and Disciplinary Procedure.

## **7. Monitoring**

- 7.1 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.
- 7.2 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):
- 7.2.1 to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
  - 7.2.2 to find lost messages or to retrieve messages lost due to computer failure;
  - 7.2.3 to assist in the investigation of alleged wrongdoing; or
  - 7.2.4 to comply with any legal obligation.

## **8. Prohibited use of our systems**

- 8.1 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.
- 8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- 8.2.1 pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
  - 8.2.2 offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
  - 8.2.3 a false and defamatory statement about any person or organisation;
  - 8.2.4 material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Diversity, Equity and Inclusion Policy or our Anti-harassment and Bullying Policy);
  - 8.2.5 confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
  - 8.2.6 unauthorised software;
  - 8.2.7 any other statement which is likely to create any criminal or civil liability (for you or us); or
  - 8.2.8 music or video files or other material in breach of copyright.

## **Schedule 23 - Social media policy**

### **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, 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, sexually harass 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 line 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 any current or former pupils to your personal social media accounts or to accept any requests from any current or former pupils, unless they are family members. You must not contact parents through social media so as not to compromise the school's reputation or school information.
- 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.

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 24 - Adverse weather and travel disruption policy**

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

- 1.1 We recognise that adverse weather or travel disruption can require us to take a flexible approach to working arrangements in order to accommodate the difficulties employees face and to protect health and safety, while meeting business needs.
- 1.2 The purpose of this policy is to set out our approach to working arrangements where it becomes impossible or dangerous for employees to travel in to work because of:
  - 1.2.1 extreme adverse weather such as heavy snow;
  - 1.2.2 industrial action affecting transport networks; or
  - 1.2.3 major incidents affecting travel or public safety.
- 1.3 On these occasions, we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.
- 1.4 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### **2. Who does this policy apply to?**

- 2.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers and volunteers.

### **3. Travelling to work**

- 3.1 Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
- 3.2 Employees who are unable to attend work on time or at all should follow the absence procedures outlined by the school/establishment before their normal start time on each affected day.
- 3.3 Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their school/establishment main office and attend work unless told otherwise.
- 3.4 Employees who do not make reasonable efforts to attend work, who fail to contact their school/establishment main office or following their schools's/establishments procedures without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances, including the distance they have to travel, local conditions in their area, the status of roads and public transport, and the efforts made by other employees in similar circumstances.

### **4. Alternative working arrangements**

- 4.1 Employees may be required to work from home, where possible, or from an alternative place of work, if available. Line managers will advise them of any such requirement. Such employees will receive their normal pay.



- 4.2 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

## **5. Late starts and early finishes**

- 5.1 Employees who arrive at work late or who ask to leave early will usually be expected to make up any lost time. Line managers have the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.
- 5.2 The headteachers, COO and CEO have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.
- 5.3 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

## **6. Absence and pay**

- 6.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost. Leave of absence for the first day will be with pay provided the Headteacher is satisfied that reasonable attempts were made to attend for duty. The Headteacher has discretion to determine pay for absences which extend beyond one day where it can be demonstrated that it is clearly impractical for you to attend your normal workplace.
- 6.2 We may treat absence as special unpaid leave. Employees should discuss with their line manager, who retains overall discretion in the matter.
- 6.3 If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours.

## **7. School closures and other childcare issues**

- 7.1 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder. Where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off without pay. For further information, see our Time off for Dependents Policy.

## **Schedule 25 – Capability Procedure**

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

- 1.1 This procedure is intended to help maintain standards of performance as set out in the relevant professional standards, job descriptions and overall performance expectations and to ensure fairness and consistency when dealing with cases of poor performance.
- 1.2 Minor performance issues can usually be resolved informally with your line manager. Before moving to the formal steps, reasonable efforts should be made to identify any performance concerns, via the Appraisal policy or other monitoring activities, where a period of informal support/structured management support will be offered as a result of evidence-based performance concerns. Informal support/structured management support will be given which is designed to facilitate improvement.
- 1.3 This procedure sets out formal steps to be taken if the matter is more serious or where the appraisal process has been unable to bring about satisfactory performance or improvements.
- 1.4 This procedure applies to all employees regardless of length of service, though the procedure may be modified where the employee has less than two years' service or in their probationary period. It does not apply to agency workers, volunteers or self-employed contractors.
- 1.5 Where an Early Career Teacher (ECT) is subject to capability procedures, we will continue the induction process in parallel with the capability procedure and inform the appropriate body.
- 1.6 This procedure does not form part of any employee's contract of employment, and we may amend it at any time.

### **2. Confidentiality**

- 2.1 Our aim is to manage poor performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat confidentially any information communicated to them in connection with any capability matter. Failure to maintain confidentiality may result in further action being taken under the Disciplinary Policy.

### **3. Formal capability meeting**

- 3.1 We will give you written notice of the meeting, including sufficient information about the alleged poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents. If there are reasons for conducting any meeting remotely (for example, by using remote working platforms or technologies), we will provide these reasons to you and notify you of the relevant arrangements and instructions for joining the meeting. If you have any questions regarding how to join the meeting remotely, you should let us know before the meeting date. We recognise that, in some cases, the use of remote working platforms or technologies may not be appropriate (for example, where an employee has a hearing condition or does not have access to relevant equipment or software). In these cases, the meeting will take place in person where possible.
- 3.2 You may be accompanied at the meeting by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 3.3 If your companion is unavailable at the time a formal capability meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 3.4 You should let us know as early as possible if there are any relevant documents or other evidence you wish to be considered.
- 3.5 If you or your companion cannot attend the formal capability meeting, you should inform us immediately and we will arrange an alternative time for the meeting to take place. You must make

every effort to attend the meeting, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.

- 3.6 We will inform you in writing of our decision, usually within one week of the meeting, which may include information about the timing and handling of a review stage.

#### **4. Capability action and dismissal**

- 4.1 The usual penalties for poor performance are:

4.1.1 Stage 1: First written warning. Where there are no other active written warnings on your capability record, you will usually receive a first written warning. It will usually remain active for up to 12 months. A monitoring and review period will be set, followed by a formal review meeting.

4.1.2 Stage 2: Final written warning. In case of further poor performance 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 poor performance. The warning will usually remain active for up to 24 months. A monitoring and review period will be set, followed by a Decision meeting.

4.1.3 Stage 3: Dismissal or other action. You may be dismissed for further poor performance or failure to improve where there is an active final written warning on your record, on the grounds of performance capability or for any act of gross incompetence. You may also be dismissed without a written warning for unsatisfactory performance during your probationary period.

- 4.2 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. Monitoring and review period**

- 5.1 A performance monitoring and review period consisting of formal monitoring guidance and support will follow the formal capability meeting.

#### **6. Formal review meeting**

- 6.1 The member of staff will be invited to a formal review meeting, unless they were issued with a final written warning, in which case they will be invited to a decision meeting (see 7 below).

- 6.2 If the person conducting the meeting is satisfied that the staff member has made sufficient improvement, the capability procedure will cease.

- 6.3 In other cases:

6.3.1 If some progress has been made and there is confidence that more is likely, it may be appropriate to extend the monitoring and review period.

6.3.2 If no or insufficient improvement has been made during the monitoring and review period, the staff member will receive a final written warning.

## **7. Decision meeting**

- 7.1 If an acceptable standard of performance has now been achieved, the capability procedure will end.

If the staff member's performance does not improve to a sufficient standard, a decision may be made that the staff member should be dismissed.

## **8. Appeals**

- 8.1 You may appeal in writing within ten working days of being told of the decision. Your letter must contain your full reasons for appeal.
- 8.2 Employees with less than two years' service are only allowed to appeal against a decision to dismiss.
- 8.3 The appeal hearing will, where possible, be held by the CEO or COO. You may bring a colleague or trade union representative with you to the appeal hearing. As detailed in paragraph 6.1, there may be circumstances in which it is appropriate for a hearing to be conducted remotely.
- 8.4 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.

## **9. Mutual agreement**

As an alternative to a meeting under this policy, the Trust and the employee may discuss a mutual agreement. The contract of employment may be ended by mutual agreement between the employee and the Trust. There is no right to appeal a mutual agreement as it is entered into with the consent of both parties.

## **10. Referral to relevant bodies**

- 10.1 In the following circumstances it may be necessary to make a referral to the relevant body:

10.1.1 If a dismissal takes place

10.1.2 A capability process has not concluded, and the potential outcome may have resulted in dismissal

- 10.2 Where there is a requirement to make a referral to a relevant body, the employee must be notified in writing that such a referral has taken place.

## **11. Gross incompetence**

- 11.1 Gross incompetence occurs where an investigation identifies that an employee has failed, either by a single error or series of errors, to perform their duties of their role. The outcome is that this causes or has caused serious harm or puts other or the school's reputation and performance at serious risk. Gross incompetence will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

## **Schedule 26 – Probation Procedure**

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

- 1.1 The probationary period provides the opportunity to assess whether the employee is able to perform the duties of their role satisfactorily (which may include timekeeping, attendance and conduct issues) and to establish their long-term suitability for the post. The line manager has a responsibility to ensure that the employee is given reasonable support to aid their effective performance.
- 1.2 This procedure applies to all new employees regardless of fixed term, full or part-time status. Where a six month (or less) fixed-term contract is issued the probationary period will run concurrently with the contract. It does not apply to agency workers, volunteers or self-employed contractors. It does not apply to an existing employee who has completed their original probationary period and who has been transferred or promoted into a different role within the Trust.
- 1.3 In the case of Early Career Teachers (ECTs) their regular mentoring and reporting of their progress to the school's induction tutor and the Appropriate Body (AB) will take the place of the review meetings described in 7.1.6, but in all other respects they will follow the process described in this policy.
- 1.4 If issues of conduct, sickness and/or poor performance arise during the probationary period, this probation procedure should be used to address such matters in the first instance.
- 1.5 This procedure does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Confidentiality**

- 2.1 Our aim is to deal with all matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat confidentially any information communicated to them in connection with these matters. Failure to maintain confidentiality may result in further action being taken under the Disciplinary Policy.

### **3. Responsibilities**

- 3.1 The Trust is responsible for maintaining fair, consistent and objective procedures for matters relating to employee probation.
- 3.2 Managers are responsible for:
  - Ensuring the employee is aware of this probation procedure;
  - Explaining the expected standard of performance, how performance will be monitored, and expected standards of conduct to the new employee;
  - Completing probation reviews as appropriate for the new employee;
  - Ensuring probation documentation is completed in a timely manner;
  - Notifying the employee of any probation review meetings in advance so that both parties have time to prepare;
  - Identifying any potential for the employee to fail to meet the standards required and taking appropriate action quickly whilst maintaining liaison with HR if appropriate;
  - Ensuring that systems are in place to support and monitor the employee's work throughout the probationary period in order that they receive such assistance as is reasonable to fulfil the duties and responsibilities of the post.
- 3.3 Employees must be informed from the outset of their employment of the purpose of probation and the standards of performance, attendance and conduct expected of them. They must be told that their progress will be carefully monitored by their manager throughout the probation period and they should be encouraged to seek help and guidance whenever necessary.

3.4 During an employee's probation period the line manager should make regular checks of the employee's work, attendance and conduct and tell them how their progress is viewed. They should also be ready to listen to any comments made by the employees themselves. It is good practice for managers to hold regular one to one meetings, with the employee in order to ensure a good working relationship and provide feedback on the employee's progress.

3.3 Employees are responsible for:

- Ensuring that they are familiar with the standards and requirements of the job role;
- Ensuring that they take an active part in the probation review meetings;
- Undertaking any learning and development activities agreed with the manager

#### **4. Timescales for probation**

4.1 The probation period is for six months.

4.2 The probationary period may be extended in circumstances where the employee has been absent from work for an extended period during the probation period, for example ill-health, disability or maternity leave or, in exceptional circumstances where a further period is required to determine suitability. This should be after consultation with the employee and be confirmed in writing. An extension of the probationary period will happen no more than once for up to a further six months on the same terms and conditions.

1.1 For all staff, probationary reviews will take place at the following intervals

- On completion of three months' service (first review)
- On completion of six months' service (final review) (However, should it become apparent that there are concerns regarding an employee's performance and suitability at the three-month stage, an additional second review meeting may be scheduled prior to the final review).

#### **5. Review meetings**

5.1 The reviews should take the form of a confidential meeting between the manager and employee, although a senior manager may also be present if appropriate.

5.2 The purpose of review meetings is for the manager to evaluate the employee's performance and discuss any significant issues with the member of staff. If improvements in performance are required, there should be a discussion about how to make the necessary improvements, including appropriate management support and training.

5.3 The timescales must be observed so that any concerns or developmental needs are addressed in a timely manner and in the event that performance is insufficient, appropriate notice must be given within the probationary period.

5.4 Where, at any stage of the process, a dismissal is a likely outcome, the manager must consult with HR before proceeding with a final review meeting. A management investigation may be conducted in more complex cases.

#### **6. First probationary review meeting**

6.1 The first review meeting will formalise feedback on performance that the employee has already received and feedback from normal supervisory and management processes. The line manager is also responsible for providing guidance and support, for identifying and arranging any necessary training or coaching including any reasonable adjustments which are required to be made to the role due to disability. The date for the final review meeting will be agreed at this meeting.

#### **7. Additional second review meeting**

7.1 This will only take place if there are serious concerns about an employee's suitability and effectiveness. In circumstances where there is a high likelihood that the employee will not meet the required standard, the employee must be informed that this may (in exceptional circumstances) result in their dismissal or that their contract will not be made permanent at the end of their probationary period. Where an additional review is held, the manager should consider whether it is a likely outcome at the final review meeting will be:

- The employee has made sufficient progress to enable a permanent contract to be offered, or
- The employee will require an extension to their probationary period to give them additional time to demonstrate that they can meet the required standards (see section 9), or
- The employee should be dismissed at this stage (see section 10)

## **8. Final probationary review meeting**

8.1 During the final probationary review meeting the manager will formalise feedback on performance and progress since the first review and discuss the guidance and support that has been provided.

8.2 Where failure of the probation period is a possibility the employee will be entitled to be accompanied at this probationary review meeting (see section 11)

8.3 Possible outcomes from the final probationary review are:

- Performance and attendance have been assessed as satisfactory. The employee is confirmed in post.
- There have been some issues with performance and/or attendance which it is expected will be satisfactorily resolved within a short timescale. The probationary period is extended and there will be a further final review meeting prior to the expiry of the extension period.
- That due to absence there has been insufficient opportunity to assess performance. The probationary period is extended and there will be a further and final review meeting prior to the expiry of the extension period.
- Performance and/or attendance have been assessed as unsatisfactory. The employee has failed the probationary period and their employment will be terminated upon the required notice.

8.4 The employee will be informed of the decision verbally within the meeting which will be confirmed in writing as soon as possible and usually within 5 working days. Where the outcome of the review meeting is that the employee has failed their probation period and that their employment will be terminated, the outcome letter will set out the employee's right of appeal.

## **9. Extension of the probationary period**

9.1 An extension of the probation period may be allowed if there are definite indications, not just hope, that the employee will achieve the standard required for confirmation given further time. An extension of the probationary period will happen no more than once for up to a further six months on the same terms and conditions.

9.2 Employees will be notified about any decision to extend their probationary period at the appropriate review meeting (see section 6 & 7 above). At this meeting, the employee will be told:

- The reasons why performance has been unsatisfactory to date;
- The duration of the extension of the probationary period;
- The targets that they will need to meet during the extended probationary period;
- That an extension of the probationary period may result in their contract being made permanent, or their contract not being made permanent at the end of the period.

9.3 At the end of the probationary period (standard or extended) the employee will have either been deemed to be suitable for employment and their contract made permanent, or the contract will cease after the given probation end date (this is different to dismissal – see section 10).

## **10. Early termination of employment**

- 10.1 The Trust reserves the right to terminate the employment upon notice at any time during the probationary period where:
- we consider that an employee's performance, conduct, or attendance is unsatisfactory despite being given appropriate support.
  - At any time when the line manager, in line with advice from HR, reasonably concludes that the employee is incapable of meeting the requirements of the role irrespective of further training/support.
  - we can demonstrate that, during the appointment process, the employee purposely misled or provided false information. An example may be concerning their qualifications, skills or experience.
  - After an investigation and a hearing, misconduct has been found to have taken place. In the event that any misconduct amounts to gross misconduct termination will be summary without notice.
  - At any time in order to mitigate/avoid a redundancy situation.
- 10.2 Termination of employment will only be considered after a meeting at which the employee has been entitled to be accompanied (see section 11).
- 10.3 Where an employee is persistently unable or unwilling to attend a formal review meeting without good cause, this may be treated as misconduct and a decision may be made on the basis of the evidence available at that time.

## **11. Right to be accompanied**

- 11.1 Any request made by an employee to be accompanied at the final probationary review meeting where termination is to be considered must be within reasonable timescales. What is reasonable will depend on the circumstances of each individual case.
- 11.2 A companion is allowed reasonable time off from duties without loss of pay but no one is obliged to act as a companion if they do not wish to do so.

## **12. Appeals**

- 12.1 You may appeal in writing within ten working days of being told of the decision to dismiss. Your letter must contain your full reasons for appeal.
- 12.2 The appeal hearing will, where possible, be held by the CEO or COO. You may bring a colleague or trade union representative with you to the appeal hearing.
- 12.3 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.



## **Annex A – Key Contacts**

### **Contacts**

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|---|--|
| Chair of Trustees                               | Judith Houghton<br><a href="mailto:jhoughton@gatewaytrust.org">jhoughton@gatewaytrust.org</a>                |
| CEO   | Gwennan Harrison-Jones<br>Gharrison-Jones@gatewaytrust.org   |
| COO   | Chris Nunn<br><a href="mailto:Cnunn@gatewaytrust.org">Cnunn@gatewaytrust.org</a>                             |
| Primary Director                                | Haydn Mitton<br>hmitton@gatewaytrust.org   |
| Oakfield Headteacher                            | Lucy Bray<br><a href="mailto:Head@oakfield.academy">Head@oakfield.academy</a>                                |
| Romsey Headteacher                              | Annie Eagle<br>head@theromseyschool.org  |
| Cams Hill Headteacher                           | Ian Hudson<br>head@camshill.com  |
| Foundry Lane Headteacher                        | Sean Taylor<br>headteacher@foundrylaneprimary.co.uk  |
| Protect<br>(Independent whistleblowing charity) | Helpline: 0203 117 2520<br>Website: <a href="http://www.protect-advice.org.uk">www.protect-advice.org.uk</a> |