



Kaleidoscope Learning Trust

General HR Policies

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1.0 DISCIPLINARY POLICY

First stage of formal procedure

- 1.1 This policy is designed to help and encourage all employees to achieve and maintain standards of conduct and attendance. The Trust rules in this Policy apply to all employees/workers. The aim is to ensure consistent and fair treatment for all in the organisation.

Principles

- 1.2 Informal action will be considered, where appropriate, to resolve problems. The Chief Executive Officer (CEO) or line manager may discuss concerns or advise employees regarding their conduct informally without recourse to the formal disciplinary procedure. Where appropriate, a note of any such informal discussions may be placed on the employee's personnel file.
- 1.3 No disciplinary action will be taken against an employee until a reasonable investigation of the allegations has been undertaken.
- 1.4 You will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made at a disciplinary meeting.
- 1.5 You will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. Witness statements may be, in appropriate circumstances, anonymised.
- 1.6 At all meetings that may result in a disciplinary sanction being imposed, you will have the right to be accompanied by a trade union representative or work colleague.
- 1.7 In most cases you will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- 1.8 You will have the right to appeal against any disciplinary action.
- 1.9 The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

The Procedure

First stage of formal procedure

- 1.10 This will normally be *a first warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform you that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy

of this written warning will be kept on your Personnel file but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct.

Final written warning

- 1.11 If the offence is sufficiently serious, or if there is further misconduct during the currency of a prior warning, a final written warning may be given to you. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept on your Personnel file but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct.

Dismissal or other sanction

- 1.12 If there is still further misconduct, the final step in the procedure may be dismissal or, in appropriate cases, some other action short of dismissal such as demotion, deduction of pay or transfer (see Pay Policy for details). Dismissal decisions can only be taken by the CEO, who will usually chair disciplinary hearings which might result in dismissal. In appropriate circumstances, for example incidents involving the CEO or senior leadership team, a Trustee/Director from the Board chairs the disciplinary hearing. If a Trustee/ Director is to chair a disciplinary hearing, it will be for the Board of Trustees to decide who chairs the disciplinary hearing and the number of trustee/directors to be involved, taking into account availability and ensuring, wherever reasonably possible that independent trustee/directors are available for any potential appeal, but it shall not normally be less than two trustee/directors. If a decision to dismiss is made you will be provided in writing with an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal.
- 1.13 If some sanction short of dismissal is recommended, you will receive details of the issue and will need to agree to the change as it will be a change to your contract of employment. You will be warned that dismissal could result if there is no satisfactory improvement in the future, and will be advised of the right of appeal.

Gross misconduct

- 1.14 The following list provides some examples of offences which are normally regarded as gross misconduct; the list is not exhaustive:
- theft, dishonesty, falsification of documents or fraud
 - physical violence/intimidation/aggressive behaviour or bullying
 - deliberate/wilful damage to property or serious negligence causing substantial loss or damage to property

- deliberately accessing internet sites containing pornographic, inappropriate, offensive or obscene material
- serious insubordination
- repeated unauthorised absence
- repeated or serious failure to follow a reasonable management instruction
- unlawful discrimination or harassment
- bringing the Trust/Academy into serious disrepute
- incapability at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- offering alcohol, drugs or any other illegal substances to pupils
- serious breach or failure to provide safe working environment for children and young people
- Inappropriate conduct with children or young people, including failing to maintain appropriate professional boundaries
- serious breach of 'personal and professional conduct' of the Teachers' Standards.
- a serious breach of trust and confidence.

1.15 If you are accused of an act of gross misconduct, the CEO may suspend you from work on full pay, whilst the alleged offence is investigated. It should be noted that suspension itself is not a disciplinary penalty and the period of suspension will be as short as reasonably practicable. The suspension will be immediately reported to the Board of Trustees. If, on completion of the investigation and the full disciplinary procedure, the Trust is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

1.16 Suspension may be ended by the Board of Trustees.

Appeals

1.17 If you wish to appeal against a disciplinary decision you must do so within five working days. Any appeal will be heard by the Board of Trustees' Appeals Committee and its decision is final. It will be for the Board of Trustees to decide who comprises the Appeal

Committee taking into account matters such as availability but it shall not normally be less than two trustee. The CEO and any other trustee/director of the Board who has previously been involved shall not be a member of the appeals committee.

- 1.18 The CEO, or a member of the senior leadership team instructed by the CEO, shall be entitled to submit written and / or oral representations to the Appeals Committee setting out the management case.

Allegations of abuse

- 1.19 All dismissals, or potential dismissals (including resignations) involving child welfare issues will be notified to the Disclosure and Barring Service by the CEO or Chair of the Board of Trustees.
- 1.20 The Trust will have due regard to applicable DfE statutory guidance when dealing with an allegation that an employee has:
- behaved in a way that has harmed a child, or may have harmed a child
 - possibly committed a criminal offence against or related to a child
 - behaved towards a child or children in a way that indicates he or she would pose a risk of harm if they work regularly or closely with children.
- 1.21 If there is a conflict between this Disciplinary Policy and applicable DfE statutory guidance referred to at paragraph 1.20 above, the statutory guidance will prevail in those limited circumstances.
- 1.22 Any allegations of abuse as outlined above will be reported to the Local Authority Designated Officer (LADO).
- 1.23 If any employee has reason to believe any individual at the Trust whether employed by the Trust or a volunteer, to have acted in a way outlined at 1.20 above, they should immediately report this to the CEO or Chair of the Board of trustees.

Referrals to the National College for Teaching and Leadership (NCTL)

- 1.24 The Trust shall report any matters of serious misconduct (as required by relevant applicable legislation) to the regulator of the teaching profession, currently the NCTL, together with full disclosure of all relevant documentation relating to the allegation and any related investigation and/or outcome process.
- 1.25 For clarity, in the event of a notification to the NCTL, the Trust shall not be obliged to await the decision of the NCTL. The Trust shall arrive at its own decision about any alleged misconduct and once the appeal process outlined above has been exhausted, there shall not be any further right of appeal irrespective of any differing outcome from the NCTL (and/or the Disclosure & Barring Service).

2.0 WHISTLEBLOWING POLICY

What Is Whistleblowing?

- 2.1 Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. The law protects whistle-blowers from their employer subjecting them to detriment or dismissal by reason of their having “blown the whistle” where they have a genuine concern and from detrimental treatment by their colleagues. To be protected by the law, the act of whistleblowing must fall within the legal rules and the whistle-blower must reasonably believe that their disclosure of wrongdoing is made in the public interest.

Our Policy

- 2.2 No employee will suffer a detriment for speaking up if they believe that something is wrong.

- 2.3 If you have information you believe shows any of the following:

- A criminal offence was committed or is being or is likely to be committed
- A person has or is or is likely to fail to comply with a legal obligation
- A miscarriage of justice has occurred or is or is likely to occur
- The health and safety of any individual has been or is being or is likely to be endangered
- The environment has been, is being, or is likely to be damaged
- That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

Please raise your concerns immediately with the CEO or any member of the Board of Trustees.

- 2.4 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.

- 2.5 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. It will very rarely, if ever, be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work holds a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy. Alternatively,

the list is available from the Department for Business, Energy & Industrial Strategy¹

- 2.6 Disclosure to any other person is not generally protected except in very limited circumstances.
- 2.7 After you have raised a concern, we will decide how to respond in a responsible and appropriate manner. This will usually involve making internal enquiries but it may become necessary to carry out a full investigation which may be formal or informal depending on the nature of the concern raised. We will endeavour to complete investigations within a reasonable time.
- 2.8 We will keep you informed of progress and let you know when the investigation is completed. We will not be able to inform you of any matters which would infringe any duty of confidentiality owed to others.
- 2.9 If you use this policy to raise a concern which you reasonably believe to be in the public interest, we assure you that you will not suffer any form of retribution or detrimental treatment. However, if we conclude that a whistle-blower has made false allegations maliciously, or with a view to personal gain, the whistle-blower may be subject to disciplinary action.
- 2.10 While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this. If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts as set out at the end of this policy.
- 2.11 Any employee who criticises, bullies or victimises a fellow employee by reason of their whistleblowing will be liable to disciplinary action up to and including dismissal, depending on the seriousness of the conduct.

Contacts

Whistleblowing Officer	Michelle Duval mduval@theplt.com or Madeline Jones clerk@theplt.com
CEO	Michelle Duval

¹ <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2>

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Chair of Board of Trustees	Dr John Swaffield 01606 79879 jsw@theklt.com
Trust's external auditors	Murray Smith LLP 01606 79411 mike.benson@murraysmith.com
Public Concern at Work (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk
The NSPCC whistleblowing helpline	Helpline: 0800 028 0285 E-mail: help@nspcc.org.uk

3.0 GRIEVANCE POLICY

Dealing with grievances informally

- 3.1 If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your line manager or the CEO if it concerns your line manager. If it involves the CEO, you should talk informally with the Chair of the Local Governing Body. You may be able to agree a solution informally between you.

Formal grievance

- 3.2 If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to the CEO. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against the CEO and you feel unable to approach him or her you should talk to the Chair of the Local Governing Body. You should raise matters promptly and without unreasonable delay. The employer will deal with matters in the same way. This Grievance Policy should not be used to complain about dismissal or disciplinary action or the outcomes of other procedures where there will be relevant appeal procedures in place. This policy should not be used in situations where you simply disagree with a reasonable management instruction from a manager.

Grievance hearing

- 3.3 The CEO or Chair of the Board of Trustees (if it involves the CEO or SLT member) will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting. Shortly following the meeting you will be given a decision in writing, without unreasonable delay. In some cases it may be necessary for us to carry out an investigation into your grievance, including interviewing witnesses. This information will be used to inform the decision.

Appeal

- 3.4 If you are unhappy with the CEO or Chair of the Board of Trustees' decision, and you wish to appeal, you should put your appeal in writing to the Chair of the Board of Trustees' Appeal Committee. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by at least two trustees who have not been involved in the process to date. You have the right to be accompanied by a colleague or trade union representative at this meeting.
- 3.5 After the meeting, you will be given a decision in writing, without unreasonable delay. That decision is final.

Mediation

- 3.6 In addition, where appropriate and at any stage of the process, either party can request that the matter is subject to mediation, including the use of external third-party mediators, in an attempt to reach a mutually agreeable outcome. The decision whether to hold a mediation meeting will be with the Board of Trustees.

4.0 HARASSMENT POLICY

- 4.1 Harassment is very harmful to the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees, not themselves the object of unwanted behaviour, who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 4.2 Harassment is either:
- Unwanted conduct which affects the dignity of men or women at work; or
 - Bullying of a colleague by intimidatory behaviour; or
 - Unfavourable conduct at work, whether verbal or non-verbal, towards someone which might affect his/her dignity at work.

- 4.3 A single incident can amount to harassment if sufficiently grave.
- 4.4 Examples of harassment include:
- Jokes and pranks of a racial nature.
 - Lewd comments about appearance.
 - Unnecessary physical contact.
 - Displays of sexually offensive material, e.g. pin-ups.
 - Requests for sexual favours.
 - Speculation about a person's private life and or sexual activities.
 - Threatened or actual violence.
 - Unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
 - Jokes about a person being either too old or too young to do a job properly.
- 4.5 Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 4.6 You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.
- 4.7 You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in paragraphs 7.4 to 7.9 of the Equal Opportunities Policy below.
- 4.8 Where harassment arises from people not directly employed by the Trust e.g. pupils or parents, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 4.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Trust's grievance procedure.

5.0 EMPLOYEE RELATIONSHIPS AT WORK

- 5.1 This policy covers all employees of the Trust. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.
- 5.2 The Trust values the integrity of professional relationships between its employees and in order that the Trust's business is conducted in a professional manner and perceived to be conducted as such it is necessary to distinguish between, and take account of, personal relationships which overlap with professional relationships.
- 5.3 In the context of this policy, a personal relationship includes, but is not inclusive to:
- married/civil partnership/co-habiting
 - sexual/romantic partner
 - blood relative/relative in law/step relationship/foster or adoptive relation
- 5.4 Where a close personal relationship is formed between members of staff, which could affect working relationships, this must be disclosed in confidence to the CEO by the employees involved. Failure to disclose a personal relationship could leave an employee open to allegations of misconduct should subsequent issues arise.
- 5.5 Where the close personal relationship is with the CEO, then the Chair of the Board of Trustees (as employer) and the Chair of the relevant Local Governing Body must be informed of the relationship by the CEO personally. The relationship should then formally be reported to the next meeting of the Board of Trustees and the relevant Local Governing Body in Part 2 of the meetings.
- 5.6 All staff are expected to exercise judgement as to whether or not a friendship has developed to such an extent that it can be described as a close personal relationship as defined in 5.3 and which potentially raises the types of staff grievances that this policy seeks to address. Failure to disclose a close personal friendship which leads, or could potentially lead, to difficulties in maintaining a professional relationship between all staff and/or which creates a culture of mistrust could result in disciplinary action for the employees concerned.
- 5.7 Employees involved in personal relationships should at all times exercise due regard for the professional nature of the workplace and behave in a professional manner paying due consideration to colleagues, and pupils.
- 5.8 Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, pay decisions, promotion decisions or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the CEO, or where the CEO is involved, the Chair of the Local Governing Body, will make alternative arrangements and confirm them in writing.
- 5.9 Employees with any concerns about the nature of any relationship at work are advised that sexual harassment is defined as "any form of unwanted verbal, non-verbal or physical conduct of a sexual

nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment". You can raise any concerns with your line manager or the CEO or Chair of the Local Governing Body as appropriate.

- 5.10 Any employee with concerns regarding harassment by a colleague has the right to complain under the Trust's Harassment Policy or its Grievance Policy.
- 5.11 Sexual/romantic relationships with pupils are strictly prohibited and may constitute a criminal offence (see Professional Relations Staff/Pupils Policy). Any employee found to be in such a relationship will be subject to the Trust's disciplinary procedure which may result in dismissal on the grounds of gross misconduct. Such relationships will also be reported to the police, the Local Authority Designated Officer and where the employee is dismissed or resigns before they are dismissed, to the DBS and NCTL (for teachers only).
- 5.12 External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with has no involvement in the application process.
- 5.13 Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from your line manager, the CEO or Chair of the Local Governing Body.
- 5.14 Employees should be aware that a breach of this policy could lead to disciplinary action being taken.

6.0 DIGNITY AT WORK POLICY

- 6.1 The Trust aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable and which will include the following:
 - being offensive, abusive, malicious, insulting or intimidating to a fellow employee;
 - engaging in unjustifiable criticism towards a fellow employee; or
 - imposing a punishment upon a fellow employee without reasonable justification; or
 - changing an employee's duties or responsibilities to his or her detriment without reasonable justification.
- 6.2 This policy applies to all employees, regardless of their rank or seniority. Breach of this policy will be treated as misconduct.
- 6.3 If you feel that your dignity at work has been compromised you should raise the matter under the Trust's Grievance Policy.

7.0 EQUAL OPPORTUNITIES POLICY

- 7.1 The Trust is an equal opportunity employer. It is committed to ensuring within the framework of the law that all workplaces are free from unlawful or unfair discrimination against Protected Characteristics as defined by the Equality Act 2010. This policy has been adopted as a means to achieving these aims.
- 7.2 The Protected Characteristics are –
- Age
 - Disability
 - Gender Reassignment
 - Race
 - Religion or Belief
 - Sex
 - Sexual Orientation
 - Marriage and Civil Partnership
 - Pregnancy and Maternity
- 7.3 The Trust aims to ensure that all employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

What is unlawful discrimination?

- 7.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 7.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 7.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 7.7 **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one's sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- 7.8 **Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.

- 7.9 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

Commitment

- 7.10 The Trust is committed to ensuring that all of its employees and applicants for employment are protected from unlawful discrimination in employment.
- 7.11 Recruitment and employment decisions will be made on the basis of fair and objective criteria.
- 7.12 Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job.
- 7.13 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 7.14 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 7.15 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Trust's Grievance Policy.
- 7.16 Any employee who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

8.0 FLEXIBLE WORKING POLICY

Qualification

- 8.1 To make a flexible working request, you must:
- be an employee;
 - have been continuously employed by the Trust for more than 26 weeks at the date the application is made; and
 - not have made another formal flexible working request during the past 12 months.

Scope of a Request

- 8.2 If you qualify, you may request:
- a change to hours worked;
 - a change to the times worked;
 - a change in duties;

- 8.3 Any agreed change to your terms and conditions will be permanent, unless agreed otherwise.

Your Application

8.4 Before making a flexible working request you should consider:

- what working pattern you are seeking;
- the financial implications a change might have on you;
- what effects, if any, the change will have on the Trust's business and on your colleagues and how these might be managed or accommodated.

8.5 Your application must be in writing, signed and dated and:

- state that it is an application under the right to apply for flexible working arrangements;
- specify the change applied for;
- specify the date on which you would like the change to be effective;
- explain what effect, if any, you think making the change applied for would have on the Trust; and
- explain how you meet the eligibility requirements.

8.6 You can only make one application in any 12month period. If you have made a previous application, your new application must state this and give the date on which the previous application was made.

Our Response

8.7 Unless we jointly agree otherwise, we will deal with your application, from start to finish, including hearing any appeal, within a maximum of three months.

8.8 We may agree to your request without discussing it with you. If so, we will notify you of this in writing.

8.9 Otherwise, we will invite you to a meeting within 28 days of receiving your application. You have the right to be accompanied to the meeting by a work colleague or trade union representative.

The Meeting

8.10 At the meeting, we will discuss your requested work pattern in detail and consider how it might be accommodated. We may also discuss alternative working patterns.

After the Meeting

8.11 We will write to you within 14 days of the meeting with our decision. We will either agree a new working pattern and a start date or, we will refuse your request and give the reasons for refusal.

8.12 The grounds on which we can reject your request are:

- burden of additional costs;
- detrimental effect on the ability to meet pupil demand;
- inability to reorganise work amongst existing staff;
- inability to recruit additional staff;
- detrimental effect on quality;
- detrimental impact on performance;

- insufficiency of work during the periods the employee proposes to work;
- planned structural changes;
- any other ground allowed by regulations.

The Appeal Procedure

- 8.13 You may appeal our decision in writing within 7 days of receiving it, setting out your grounds of the appeal.
- 8.14 We will either invite you to an appeal meeting within 14 days of receiving your appeal, or allow your appeal without a meeting.
- 8.15 We will give you a written appeal outcome within 7 days of the hearing. If we allow the appeal, we will specify the variation agreed and the date from which it is to take effect. Where we reject your appeal, we will explain why. This decision will be final.

9.0 ALCOHOL AND DRUG ABUSE POLICY

- 9.1 Employees must not drink alcohol on the Trust's premises or on other premises when carrying out their duties, other than at authorised social occasions.
- 9.2 Any employee who is found consuming alcohol on the Trust's premises or whilst on duty elsewhere or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Trust's disciplinary procedure.
- 9.3 Employees must not drink alcohol during working hours, including during lunch breaks
- 9.4 Reporting for work when unfit due to the influence of alcohol, drugs (whether illegal or not) or substance abuse is also forbidden and may be regarded as a gross misconduct offence. Whether you are unfit for work is a decision to be made by the CEO.
- 9.5 The possession, use or distribution of drugs for non-medical purposes on the Trust's premises is strictly forbidden and a gross misconduct offence.
- 9.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with the CEO.
- 9.7 If the Trust suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Trust reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 9.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 9.9 If, having undergone a medical examination, it is confirmed that you have been positively tested for an illegal drug or have a problem with alcohol or drugs, or you admit there is a problem, the Trust reserves the right to suspend you from your employment to allow the Trust to decide whether to deal with the matter under the terms of the Trust's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.

- 9.10 If it is agreed that you will be supported through your treatment and rehabilitation, and you do not follow any agreed/recommended course of treatment or if it is ineffective, lapses in your performance, conduct or attendance will be dealt with in accordance with our normal procedures, as appropriate.
- 9.11 The Trust reserves the right to screen you for alcohol using a standard breathalyser if a Manager believes that you are under the influence of alcohol.
- 9.12 The Trust reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Trust's premises.

10.0 SICKNESS AND FAMILY LEAVE POLICY

10.1 SICKNESS ABSENCE.

- 10.1.1 The Trust is sympathetic to health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Academy. The Trust requires you to fully assist it and co-operate with it by attending any meetings to discuss your ill-health and providing the Trust with as much information as possible to enable the Trust to cope with your absence and make any necessary arrangements required to assist you back to work. The Trust expects you to keep in regular contact during any absence period and to discuss with your GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.
- 10.1.2 On this basis the Trust has set out below its guidance on what are considered to be unacceptable levels of sickness absence and the potential consequences of exceeding these levels. The Trust will always look at sickness absence on a case-by-case basis and the trigger points below are for guidance only.
- Trigger points:**
- 10.1.3 Where an employee has been absent for more than 3 separate periods or 10 working days within a rolling **twelve months** period, an investigatory / counselling meeting will be held to establish whether there are any underlying reasons for the levels of absence and to see whether there are any steps which the Trust can take to enable the employee's absence levels to improve.
- 10.1.4 For part time staff, the number of working days trigger will be pro-rated, but the number of occasions trigger remains at 3 separate periods i.e. if an employee works 4 days per week, the appropriate trigger would be 8 days or 3 occasions.
- 10.1.5 If, following an investigatory / counselling meeting an employee is off sick for a further period of absence, within a rolling 12 months period (from the date of the first absence), the Trust will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in a first written caution being issued.
- 10.1.6 If, following a first written caution being issued, a further period of absence occurs within a rolling 12 months period (from the date of the first absence), the Trust will consider taking disciplinary action in relation to unacceptable levels of sickness absence, which may result in a final written caution being issued.

10.1.7 If, following a final written caution being issued, a further period of absence occurs within a rolling 12 months period (from the date of the first absence), the Trust will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in dismissal on notice.

Sickness Absence Meetings Procedure

10.1.8 During any excessive period of absence, whether it be long-term absence or frequent intermittent absences, the Trust will usually ask you to attend Sickness Absence Meetings. The purpose of these meetings will usually include:

- Discussing the reasons for your absence(s) and any impact your absences are having on the business;
- Where you are on long-term sickness absence, discussing how long the absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view both of your capability and the Trust's business needs and any adjustments that can reasonably be made to your job and/ or workplace to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- Considering where you are able to return from long-term sick leave, whether to your job or a redeployed job, lighter duties and/or agreeing a return- to- work programme.
- If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
- Agreeing a way forward, action that will be taken and a time-scale for review and/or any further meeting(s). You should at all stages seek to inform us as to any duties/roles that you feel that you might be able to safely undertake despite your ill health.
- Issuing a first or final written caution in line with 10.1.5 and 10.1.6 above.

10.1.9 Depending on the matters discussed, a further meeting or meetings may or may not be necessary during the procedure.

10.1.10 The purposes of any further meeting(s) may include the topics listed above; this may, depending on steps already taken by the Trust, include warning you that you are at risk of dismissal, particularly where a caution has been issued.

10.1.11 Where you have already been warned that you are at risk of dismissal, the Trust may invite you to a Final Sickness Absence meeting. Arrangements for this meeting will follow the procedure set out above and you will be entitled to be accompanied by a colleague or trade union representative.

10.1.12 The purposes of the meeting will be:

- To review any meetings that have taken place and matters already discussed with you.
- Where you remain on long-term sickness absence to consider whether there have been any significant changes since the last meeting either as regards your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time period.
- To consider medical evidence that has been obtained, considering the advice that has been given and whether further advice is required.
- To consider possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- To consider whether your employment shall be terminated on the grounds of ill-health capability.

10.1.13 Termination will normally be with full notice or payment in lieu of notice.

10.1.14 An employee will have a right of appeal against any dismissal under these procedures and any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair and sent to the CEO within 5 days of notification of the dismissal decision.

10.2 MATERNITY LEAVE

Burgundy Book (TEACHERS' CONDITION OF SERVICE) and Green Book (NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE) Provisions

10.2.1 The following provisions will apply, save as where any greater rights or benefits are conferred under either the Green Book or Burgundy Book¹ as may be applicable to your employment.

10.2.2 Any benefits or rights conferred under the Green Book or Burgundy Book are subject to the rules, conditions and criteria set out within those Agreements being met.

Ante-natal Care

10.2.3 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.

10.2.4 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and

¹ Unless otherwise updated by statute

your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours. If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your Line Manager of the date and time of the appointment.

Qualification and Notification for Maternity Leave

10.2.5 You are entitled to maternity leave provided you notify the Trust by the end of the 15th week before the expected week of childbirth (EWC) of:

- the fact that you are pregnant; and
- your EWC; and
- the date on which you intend your maternity leave to start. This date cannot be earlier than the beginning of the 11th week before your EWC.
- You must also provide the Trust with the original Maternity Certificate (MAT B1) issued by your doctor.

10.2.6 If you cannot provide this information on or before the 15th week before your EWC you should do so as soon as is reasonably practicable.

10.2.7 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.

10.2.8 Your maternity leave will begin on the date chosen by you except:

- where you are absent from work for a pregnancy-related reason in the four weeks before your EWC, when your leave begins on the first day of absence.
- where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.

10.2.9 If you change your mind about your intended start date of leave, you must give the Trust at least 28 days' notice before either the original or new start date of leave, whichever is the earlier.

10.2.10 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Trust may refuse to allow you to start your maternity leave until the 29th day after receiving your notification.

10.2.11 You should inform the CFOO as soon as reasonably practical of your baby's actual date of birth.

Duration

10.2.12 You are entitled to a maximum of 52 weeks maternity leave.

Expected Date of Return

10.2.13 Within 28 days of receiving your notice of intended start of maternity leave, the Trust will send you a letter stating the expected date of your return from maternity leave. The Trust will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

Maternity Pay

10.2.14 Most employees are entitled to maternity benefit for the first 39 weeks of Maternity Leave. Maternity benefit is either Statutory Maternity Pay paid by the **Academy** or Maternity Allowance paid by the Department of Work and Pensions.

Statutory Maternity Pay

10.2.15 You will qualify for Statutory Maternity Pay (SMP) if:

- you have been employed by the Trust for 26 weeks prior to the 15th week before your EWC; and
- you pay sufficient National Insurance Contributions; and
- you notify the Trust at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Trust an explanation of the delay.

10.2.16 SMP will not be paid before the 11th week before your EWC.

10.2.17 There are two rates of SMP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of maternity leave and the prescribed rate is paid during the following 33 weeks of maternity leave, giving a total of 39 weeks maximum entitlement of SMP.

10.2.18 The earnings-related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14th week before the EWC.

Maternity Allowance

10.2.19 If you do not qualify for SMP, the Trust will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.

10.2.20 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.

10.2.21 It is your responsibility to claim Maternity Allowance from Jobcentre Plus.

Working during the Maternity Payment Period

10.2.22 You can work for up to ten days during your Maternity Leave Period (MLP) for the Trust, without bringing your MLP to an end. These are called Keeping in Touch (KIT) days. If you take any KIT days in the Maternity Pay Period (MPP), i.e. the first 39 weeks, you will not lose your entitlement to SMP. Once you have worked for ten days, you will lose SMP for each week in your MPP in which you do

any further work. If you wish to consider working on KIT days, please contact the CFOO who will discuss arrangements with you and agree terms and remuneration.

- 10.2.23 If you are taken into legal custody, or work for another Trust during the MPP, you must notify the Trust (and the DWP if you are claiming Maternity Allowance) as soon as possible, as your entitlement to SMP or Maternity Allowance may be affected.

Returning to Work

- 10.2.24 As set out above, you will have received a letter from the Trust stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of maternity leave to which you are entitled.

Returning to Work Earlier than the Expected Date of Return

- 10.2.25 If you wish to return before the expected date of return, you must give notice to the Trust at least 21 days before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay. The Trust will write to you within 28 days of receipt of your notice to confirm the new intended start date.
- 10.2.26 If less than 8 weeks' notice is given by you, the Trust may be entitled to refuse to allow you to return to work until the 8 weeks period has elapsed.
- 10.2.27 In any event you are not permitted to return to work within 2 weeks of the actual date of birth.

Returning to Work Later than the Expected Date of Return

- 10.2.28 If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact the CFOO and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working, or provide another authorised reason (such as holiday or parental leave), for your returning late.

The Job You Return To

- 10.2.29 If you return after 26 weeks' leave or earlier, you are entitled to return to the same job.
- 10.2.30 It may not be practicable for the Trust to offer you the same job if you return during the second six months of your entitlement. If this is the case, the Trust will offer you suitable alternative employment (unless a redundancy situation arises).

Health and Safety

- 10.2.31 While you are pregnant, some circumstances exist where the Trust may have to suspend you on full pay because of your condition. These circumstances might include:
- where your pregnancy makes you unable to do your job adequately

- where it is unlawful for a pregnant woman to do a particular job
- where you are engaged on night work and produce a medical certificate that states that for health and safety reasons you should not continue working at night
- where a health and safety risk to yourself and/or the baby has been identified but cannot be eliminated.

10.2.32 Before such action is taken, every possible effort will be made by the Trust to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.

10.2.33 The Trust is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Trust's Health and Safety Policy for details

10.3 PATERNITY LEAVE

10.3.1 Paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent.

Burgundy Book and Green Book Provisions

10.3.2 The following provisions will apply, save as where any greater rights or benefits are conferred under either the Green Book or Burgundy Book as may be applicable to your employment.

10.3.3 Any benefits or rights conferred under the Green Book or Burgundy Book are subject to the rules, conditions and criteria set out within those Agreements being met.

Qualification

10.3.4 Paternity leave is available to you if you:

- have worked continuously for the Trust for not less than 26 weeks by the 15th week before the child is expected to be born; and
- are the biological father of the child or the mother's spouse or civil partner or the adopter's husband, wife or partner; and
- have or expect to have responsibility for the child's upbringing; and
- give appropriate notification to the Trust; and
- give the Trust a self-certificate to support your entitlement to paternity leave.

10.3.5 You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple, it is up to you to decide who will take adoption leave and who will take paternity leave.

Duration of Leave

- 10.3.6 Ordinary paternity leave of up to 2 weeks can be taken.
- 10.3.7 The leave is taken as 2 consecutive week's leave. The leave cannot be taken as odd days. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.

When Leave can be Taken

- 10.3.8 You can choose to start your Ordinary Paternity Leave:
- from the date of the child's birth (or date of placement in adoption cases); or
 - from a chosen number of days or weeks after the date of the child's birth or placement; or
 - from a chosen date.
- 10.3.9 The leave must be completed:
- within 56 days (8 weeks) of the actual date of birth of the child; or
 - if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.
- 10.3.10 Additional paternity leave has been abolished and replaced by shared parental leave.
- 10.3.11 Shared parental leave is intended to give parents more flexibility than additional paternity leave over how they share childcare during the first year of the child's life. See 10.4 17 to 10.4.22 for details.

Notification

- 10.3.12 To take Ordinary Paternity Leave, you must inform the Trust of your intention to take paternity leave by the 15th week before the baby is expected. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.
- 10.3.13 You must also inform the Trust:
- of the Expected Week of Childbirth (the week the baby is due);
 - whether you wish to take one or two weeks of paternity leave;
 - of the date on which you want your leave to start.
- 10.3.14 You can change your mind about the date you want your paternity leave to begin, provided you give the Trust at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the Trust can postpone the start of your paternity leave until the 29th day after receipt of the notice.

- 10.3.15 It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.
- 10.3.16 In addition, the child's mother or co-adopter must also complete her portion of form SC7. Within 28 days of receiving notification the Trust can request a copy of either –
- the child's birth certificate or
 - the notification from the adoption agency including the name and address of the agency; the date on which you were notified of having been matched for adoption and the date that the agency was expecting the placement to begin.
- 10.3.17 The Trust can also request the name and address of the mother's or co-adopter's employer.
- 10.3.18 If such further information is requested, you must provide it within 28 days of the request.

Statutory Paternity Pay

- 10.3.19 You are not entitled to any pay over and above your Statutory entitlement.
- 10.3.20 Subject to your satisfying the qualifications set out below, Statutory Paternity Pay (SPP) will generally be payable for paternity leave taken within 56 days of the date of the child's birth (or placement for adoption).

Qualification

- 10.3.21 To qualify for SPP, you must:
- have continuous service with the Trust for not less than 26 weeks by the 15th week before the child is expected to be born (or placed for adoption); and
 - have continuous service with the Trust from that 15th week up to the child's date of birth (or placement); and
 - be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
 - have or expect to have responsibility for the child's upbringing; and
 - give appropriate notification; and
 - give the Trust a self-certificate to support your entitlement to SPP;
 - have average weekly earnings equal to or above the Lower Earnings Limit applying to National Insurance Contributions (NICs).

Amount Paid: 2 weeks at 90% of normal contractual pay.

10.3.22 If you do not qualify for SPP you may be eligible for income support whilst on paternity leave.

10.3.23 You should discuss your particular circumstances with your local Jobcentre Plus office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.

10.4 PARENTAL LEAVE

Burgundy Book and Green Book Provisions

10.4.1 The following provisions will apply, save as where any greater rights or benefits are conferred under either the Green Book or Burgundy Book as may be applicable to your employment.

10.4.2 Any benefits or rights conferred under the Green Book or Burgundy Book are subject to the rules, conditions and criteria set out within those Agreements being met.

Eligibility

10.4.3 To be eligible to take parental leave you must be the parent (including adoptive parents) of a child or have obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent. We may need to request evidence of this, for example in the form of a birth certificate.

10.4.4 In addition you must have completed one year's service with the Trust.

Entitlements

10.4.5 If you meet the conditions set out above you are entitled to a total of 18 weeks (unpaid) parental leave in respect of each child.

Time Limit

10.4.6 Parental leave can be taken up until the child's 18th birthday.

Parental Leave Scheme

10.4.7 You must take parental leave in blocks or multiples of 1 week (blocks of one day for parents of disabled children).

10.4.8 You are required to give 21 days' notice before you intend to take this leave.

10.4.9 If you intend to take leave immediately after the birth or placement for adoption you should give notice 21 days before the beginning of the expected week of childbirth, or placement. In rare cases where it is not possible to give 21 days' notice of the date of placement for adoption, you should give the notice as soon as reasonably practicable.

10.4.10 You can take up to a maximum of four weeks leave in any calendar year.

10.4.11 The leave can be postponed by the Trust for up to 6 months where the business cannot cope; but leave cannot be postponed if you give notice to take this leave immediately after the time your child is born or is placed with your family for adoption.

Your Rights Whilst on Leave

- 10.4.11 At the present time there is NO ENTITLEMENT TO REMUNERATION, i.e. parental leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.
- 10.4.12 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 10.4.13 Ordinary maternity leave period (26 weeks) - return to the same job;
- 10.4.14 Additional maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.
- 10.4.15 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

Postponement of Leave

- 10.4.16 If we consider that your absence will unduly disrupt the Trust, the Trust can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave;
- 10.4.17 Examples of the reasons which might justify the Trust postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would unduly harm the business.
- 10.4.18 If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.

Parental Leave immediately following Maternity Leave

- 10.4.19 Parental leave taken immediately after a period of Maternity, Paternity or Adoption Leave shall not count towards any required return to work period for the purposes of obtaining or retaining employee benefits.

SHARED PARENTAL LEAVE

- 10.4.20 Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.
- 10.4.21 Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply.

However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

- 10.4.22 Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.
- 10.4.23 A parent proposing to take a period of shared parental leave must give the Trust 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Trust. While every effort will be made to accommodate the needs of individual employees, the Trust may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Trust's discretion.
- 10.4.24 Essentially, each parent can share up to 50 weeks of leave and up to 37 weeks of pay and/or take their leave and pay in a more flexible way (each parent can take up to 3 blocks of leave, interspersed with periods of work)
- 10.4.25 However, because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the CFOO who will check that you qualify and help guide you through the procedure.

10.5 ADOPTION LEAVE

Burgundy Book and Green Book Provisions

- 10.5.1 The following provisions will apply, save as where any greater rights or benefits are conferred under either the Green Book or Burgundy Book as may be applicable to your employment.
- 10.5.2 Any benefits or rights conferred under the Green Book or Burgundy Book are subject to the rules, conditions and criteria set out within those Agreements being met.

Qualification

- 10.5.3 Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly.
- 10.5.4 To qualify for adoption leave, you must:
- have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and

- give the Trust appropriate notice; and
- give the Trust a Matching Certificate as evidence of entitlement to adoption leave.

Notification

- 10.5.5 You are required to inform the Trust of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the Trust as soon as reasonably practicable with a written explanation for the delay.
- 10.5.6 The notice must include the following information:
- when the child is expected to be placed with you;
 - when you want to start the adoption leave;
- 10.5.7 You can change your mind about the date you want your leave to start provided you give at least 28 days' notice in advance (again unless this is not reasonably practicable). If 28 days' notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.
- 10.5.8 The Trust will respond within 28 days of receipt of your notification. The Trust will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

Matching Certificate

- 10.5.9 You must provide a completed matching certificate (available from the Agency who are placing the child with you).

Time off to attend Adoption Appointments

- 10.5.10 Employees who are proposing to adopt may take time off work to attend up to 5 adoption appointments in certain circumstances. Where there are joint adopters, only one adopter is entitled to take paid time off work for these purposes. If an employee exercises their right to take paid time off to attend an adoption appointment, they may not then go on to take paternity leave in respect of the same child.

Duration of Leave

- 10.5.11 You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

When Leave Can Be Taken

- 10.5.12 You can choose to start your leave either:

- from the date of placement (whether this is earlier or later than expected); or
 - from a fixed date which can be up to 14 days before the expected date of placement.
- 10.5.13 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.
- 10.5.14 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.
- 10.5.15 It should be noted that adoption leave is in addition to parental leave (currently 18 weeks).

Returning to Work

Right to Return

- 10.5.16 Where you take Ordinary Adoption Leave only (i.e.: up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.
- 10.5.17 Where you take Additional Adoption Leave (i.e.: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

Notice of Return

- 10.5.18 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Trust.
- 10.5.19 Where you wish to return to work before the Expected Return Date, you must give the Trust at least 8 weeks' notice of the date you intend to return. This notice need not be in writing.
- 10.5.20 If you fail to give at least 8 weeks' notice then the Trust is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

Adoption Pay

- 10.5.21 Statutory Adoption Pay (SAP) is available if you:
- have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and
 - give appropriate notification to the Trust; and
 - gives the Trust a completed Self Certificate; and
 - have average weekly earnings of not less than the lower earnings limit for National Insurance Contributions.

Notification

- 10.5.22 You must give the Trust at least 28 days' notice of the date upon which you expect any payment of SAP to begin, unless this is not reasonably practicable.
- 10.5.23 You can change your mind about the date you want your SAP to start provided you give at least 28 days' notice in advance (again unless this is not reasonably practicable).
- 10.5.24 If 28 days' notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

Amount Paid

- 10.5.25 There are two rates of Statutory Adoption Pay, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of adoption leave and the prescribed rate or the earnings-related rate (whichever is lower) is paid during the following 33 weeks of adoption leave, giving a total of 39 weeks maximum entitlement.
- 10.5.26 The earnings-related rate of SMP is 90% of your average weekly earnings.

Alternative / Additional Financial Help for Adopters

- 10.5.27 If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for income support whilst on adoption leave.

10.6 TIME OFF FOR DEPENDANTS

- 10.6.1 The Trust recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Trust as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

Dependants

- 10.6.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the VP (SBM).

The Emergency

- 10.6.3 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Trust by taking another form of leave, such as parental, maternity, paternity or adoption leave.

10.6.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:

- is ill and needs your help
- is involved in an accident or assaulted
- needs you to arrange their longer-term care
- needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
- goes into labour

10.6.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral (see also the Bereavement Policy).

Length of Time Off

10.6.6 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer-term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.

10.6.7 As a general benchmark, no more than a day should be necessary.

Notice

10.6.8 You must tell the Trust as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Trust of your absence before your return to work, on your return you should still inform the CFOO why you were absent.

10.7 BEREAVEMENT

10.7.1 Entirely at the discretion of the Academy and based on the facts of each different issue, you may be granted bereavement leave, which can be either paid or unpaid also at the Academy's discretion. The granting of such additional paid or unpaid leave creates neither rights nor obligations in any other case. An employee will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

11.0 REDUNDANCY POLICY

11.1 Introduction

This policy sets out Kaleidoscope Learning Trust's approach on handling all potential redundancy situations. However, the number of employees involved will determine how the process will be managed.

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

11.2 Scope and purpose of this policy

It is recognised that certain changes (for example, a fall in roll, curriculum changes and budget reductions) may make it necessary to consider redundancies. The purpose of this policy is to have a clear framework in place that sets out what we will do whenever reduction in employee numbers may become necessary.

We will consider ways to avoid compulsory redundancy if possible, and where we are unable to avoid reducing employee numbers, we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so, we will not discriminate directly or indirectly on the grounds of any protected characteristic or against part-time or fixed-term employees.

As part of the application of this policy, the Kaleidoscope Learning Trust will collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018), in relation to how we collect, hold and share this personal data. We will provide workforce data in line with our Workforce Privacy Notice which sets out how we will gather, process and hold personal data of individuals during employment.

11.3 Planning

The Kaleidoscope Learning Trust will ensure that there is effective planning, financial management and resource allocation in place in the day to day and strategic management of the Trust. We will carry out workforce planning and regularly review our staffing structure to ensure it is fit for purpose, supports teaching and learning and to minimise surplus staff situations.

The leadership team will provide information in relation to workforce planning and resources to the Kaleidoscope Learning Trust as required.

11.4 Consultation

Where the changes proposed could result in redundancies, we will enter into consultation to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of tackling the problem. Consultation should begin in good time and will be in accordance with statutory requirements where applicable. Where the statutory requirements do not apply, we will determine a reasonable consultation period based on the proposals.

We will consult with all affected employees on an individual basis.

We will also consult with representatives of our recognised trade unions or elected employee representatives

where it is proposed to dismiss as redundant 20 or more employees at one establishment over a period of 90 days or less.

Where appropriate and in accordance with 4.3, we will provide the recognised trade unions or elected employee representatives with sufficient information in writing, including:

- The reasons for the proposals;
- The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy;
- The total numbers of employees of that description employed at the establishment in question;
- The proposed method of selecting the employees who may be dismissed;
- The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect; and
- The proposed method of calculating the redundancy payments
- The numbers of agency staff at the Trust, the areas that they are deployed in and the type of work they are undertaking.

We will consult on ways that we could avoid or reduce the need to make compulsory redundancies, if that is possible, or to mitigate the consequence of any dismissals. Examples of such steps include:

- Reviewing the use of agency staff;
- Restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed;
- Natural wastage;
- Retraining and/or redeployment within and across the Trust;
- Reducing overtime/additional hours;
- Offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable; and
- Inviting applications for early retirement or voluntary redundancy. In all cases the decision to release an employee under such schemes will be at the absolute discretion of the Trust.

Any measures we adopt will not adversely affect the Trust and the quality of teaching and learning provided to our pupils.

11.5 Selection

Where, a process of selection is required, the criteria used to select will be objective, robust, transparent, non-discriminatory and fair, and based on the skills required to meet our existing and anticipated Trust needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific redundancy situation and the proposed selection criteria will be consulted on during the consultation process. Where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.

Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

11.6 Making compulsory redundancies

When it is not possible to avoid making compulsory redundancies, employees who remain at risk of redundancy will be invited to a consultation meeting to consider redundancy.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contract of employment and written confirmation of the payments (and how it has been calculated) that they will receive (where applicable).

Employees will be given the opportunity to appeal against this decision. Details of the appeals process will be provided to the employees when the decision is made.

Depending on the circumstances, the Trust may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

11.7 Support Mechanisms

Alternative work/retraining

We will make every effort to redeploy any employee who is selected for redundancy to suitable alternative work and inform them of any vacancies that we have until their termination date. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. While priority will be given wherever possible to employees under threat of redundancy, the Trust reserves the right to select the best available candidate in relation to any given vacancy. Employees selected for redundancy whilst on maternity leave have separate legal entitlement to be offered any suitable alternative.

An individual who is redeployed into an alternative post is entitled to a trial period of four weeks in the new job. This may be extended by mutual agreement for training purposes. If the alternative employment is found to be unsuitable following the trial, employment will be terminated on grounds of redundancy on the original terms.

An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy.

Counselling service

Employees who are at risk of redundancy or who have been issued a notice of redundancy will be able to access the Trust's confidential counselling service.

Time off

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager and provide proof of attendance if requested to do so.

11.8 Redundancy Payments

Employees with two or more years' service will be entitled to a statutory redundancy payment. The period of continuous service will be calculated with reference to the Employment Rights Act and the Redundancy Modification Order. The Trust's redundancy payments are calculated using the following formula:

The amount of statutory redundancy pay you are entitled to will depend on the length of your continuous service, your age and how much you are paid. The minimum statutory entitlement is calculated as follows:

For each year of service from age 41 or over	1.5 weeks' pay
For each year of service from age 22 to 40	1 week's pay
For each year of service below age 22	0.5 week's pay

The maximum number of years of employment that can count is 20 years.

The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment or payment in lieu of notice.

11.9 Review of Policy

This policy is reviewed and amended annually by the Trust. We will monitor the application and outcomes of this policy to ensure it is working effectively.

12.0 PROFESSIONAL RELATIONS POLICY

- 12.1 The Trust believes that all staff and students are members of a learning community where everyone deserves respect, where we all have rights and responsibilities and where we all achieve most when we work in partnership. This Professional Relations Policy is designed to underpin the standards of conduct for both staff and students to foster clear professional boundaries as part of our commitment to the health, safety and well-being of all.
- 12.2 The policy is not, in itself, exhaustive and does not attempt to describe every interaction, either professional or personal, between staff and students. Staff are asked to exercise judgement at all times and to ensure that their conduct both in work and in their personal lives does not conflict with their role or professional duties.
- 12.3 This policy applies to all employees and workers at the school including those engaged via outside agencies or on contracts.
It is the responsibility of all adults to safeguard and promote the welfare of children and young people.

Relationships with students

Teaching Groups:

- 12.4 Good relationships with students are at the heart of effective teaching and learning. All members of staff within the Trust should ensure that their actions demonstrate high expectations and clear professional standards.
- 12.5 Good practice includes punctuality for lessons, well-panned lessons, fair and assertive teaching with clear boundaries and expectations for good behaviour and effort. Each teacher should provide clear guidance for students and plan well. Discipline and sanctions should be fair, consistent and proportional.

Individual Students

- 12.6 All members of staff will insist that they are addressed by students by their proper name, e.g. Mrs, Mr Students will not be allowed to address staff by their first name or nickname.
- 12.7 Members of staff will not accept invitations to informal social occasions with their students, nor should they attend student's parties unless these are family events and they have been specifically invited by the family. In such rare occasions, staff should seek approval from the CEO.
- 12.8 Any member of staff planning to meet a student in a social setting (e.g. dropping off work at a student's home) must again seek authorisation from the CEO.
- 12.9 Staff who accompany students on residential activities must maintain their professional standing at all times and not be compromised by informal contact with students. Members of staff on such activities have a duty of care at all times and must be able to exercise full responsibility for students when required. This might be at very short notice in an emergency.
- 12.10 Where members of staff have a responsibility to listen, support and advise students they should make no promises of complete confidentiality (see Safeguarding Policy) and must be cautious of students repeatedly seeking advice and support leading to dependency upon the member of staff.
- 12.11 All disclosures regarding any issue of Child Protection should be reported immediately without investigation or prejudice to the Headteacher or Head of Care [Designated Safeguarding Lead]. Other personal disclosures should be recorded and passed to the DSL (see the Safeguarding Policy for more detailed guidance).

Communications with Students

General Communications

- 12.12 Any private communication with an individual student concerning personal issues must be recorded and passed to the Head of Care for inclusion in the student' file.
- 12.13 Personal telephone numbers, including mobile phone numbers should not be shared with students, other than in emergency situations. If a student obtains personal contacts and uses them this should be reported immediately to the CEO. Improper communication between a member of staff and a student will result in disciplinary action and could lead to dismissal.

Electronic Communications

- 12.14 No email communication will occur between staff and students unless through the school's network.
- 12.15 Staff should not participate in chat rooms, Facebook, WhatsApp or other social networking sites with any students irrespective of age and with former students under the age of 18. In particular, staff should neither accept or request students or former students under the age of 18 as friends on Facebook, Instagram or similar sites. Staff should be mindful of the impact on siblings, family members or friends of current and former students in any social contact.
- 12.16 No text or messaging conversation will take place between a member of staff and a student. In the event of text or message contact, this should be recorded and reported to the CEO.
- 12.17 Members of staff using social networking sites in a personal capacity should ensure that they do not conduct themselves in such a way that is detrimental to the school. This will include:
- Ensuring that they manage their privacy settings to restrict public access to their pages
 - Not allowing interaction on websites to damage or compromise working relationships with colleagues
 - Posting photographs of themselves, colleagues or students taken in the Trust or academy
 - Posting photographs or information about themselves which may affect their professional credibility
 - Never posting or sending abusive or defamatory messages
 - Never recording any confidential information about the Trust or academy or any social networking site
 - Never posting information which will disclose the identity of a student
- 12.18 Accessing social networking sites during working time is not permitted and will result in disciplinary action.
- 12.19 To reduce risk in relation to personal information, unless otherwise directed by the CEO (e.g. for communications purposes), staff are expected to leave personal mobile phones and electronic devices safely locked away in the staff room and are under no circumstances allowed to use such devices for personal use at any time in teaching areas.
- 12.20 All staff will adhere to the safeguards listed in the Data Protection policy to reduce the risks of

sensitive information going missing or being obtained illegally.

Improper Behaviour

- 12.21 Members of staff should take great care not to put themselves at risk of accusations of improper behaviour towards students. They should be cautious and let someone know when seeing a student alone in a room and ensure that they are fully visible to anyone passing, through a viewing panel or open door wherever possible.
- 12.22 Members of staff should take photographs or videos only when the correct protocols have been followed.
- 12.23 The Trust allows physical contact with students. All such contact however must be age appropriate and in support of students. Physical interventions are recorded in detail in the relevant book.
- 12.24 Staff must not give lifts to students unless sanctioned by the CEO. In the event that a lift is necessary to ensure the safety of a student, this should be recorded and reported to the Head of Care.
- 12.25 No member of staff should enter into a physical or emotional relationship with a student. This will compromise their professional standing with the individual student and the wider student population.
- 12.26 Sexual activity with a student or former student under the age of 18 is a criminal offence as members of staff are responsible adults in a position of trust. Any member of staff conducting such a relationship will be liable to face disciplinary proceedings for gross misconduct.
- 12.27 Members of staff should not disclose inappropriate private details about their personal lives or their own activities.

Relationship with Parents and Families

- 12.28 Members of staff should be conscious of any potential conflict in social relationships with parents, guardians, families of students or where their own children or children of relatives attend school.

Dress and Appearance

- 12.29 The Trust recognises that dress and appearance are matters of personal choice and self-expression for staff. However, members of staff should dress in ways which are appropriate to their role and the tasks they undertake and are clean, smart and promote their status as role models for students. Clothing should not be offensive, revealing or sexually provocative. It should not distract students or cause embarrassment and must not be considered to be discriminatory or cultural insensitive. In relation to personal hygiene, staff must take care to

promote best practice to students by leading by example.

Clothing Rules

12.30 Male Staff:

- Shirt with a collar or Cloughwood polo t shirt
- Long trousers
- Shoes to be worn. No trainers or pump type footwear. Open toe footwear is not permitted because of the risk of injury to staff
- Sportswear to be worn only by PE staff. Staff who take part in PE lessons need to change back into appropriate classroom attire after the PE lesson.

12.31 Female Staff:

- If dresses are worn, they should be at least knee length and accompanied with tights
- Trousers or leggings are more suitable to the Trust's working environment
- Vest tops or other garments with plunging necklines are not appropriate
- Shoes should be worn with no heels or open toes because of the risk of injury to staff. No trainers or pump type footwear
- Sportswear to be worn only by PE staff. Staff who take part of PE lessons need to change back into appropriate classroom attire after the PE lesson

Make Up/Jewellery

- No long false eye lashes and nails of a reasonable length
- Only stud earrings to be worn
- No long chains

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Personal Declaration Form follows on Next Sheet

PERSONAL DECLARATION

Once you have read the Professional Relations Policy, please detach this sheet, sign it and return it to the Office.

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I have read the Professional Relations Policy for the Kaleidoscope Learning Trust. I understand it and agree to its contents.

I do not know of any reason why I will not be able to carry out the protocols detailed in the Policy. I support the Trust in its aim to promote appropriate professional standards.

Signed:

Print Name:

Job Title:

Date: