



Community Inclusive Trust

Staff Handbook

## Contents

1. Introduction .....	1
2. Support .....	2
3. Working Hours .....	2
4. Pay and Review .....	2
5. Personal Details .....	3
6. Holidays .....	3
7. Unpaid Leave .....	4
8. Sickness .....	4
9. Pregnancy and Maternity Rights.....	8
10. Paternity Leave/Pay .....	10
11. Adoption Leave/Pay .....	11
12. Shared Parental Leave/Pay .....	12
13. Keeping in Touch Days .....	13
14. Parental Leave/Pay .....	13
15. Time Off for Dependants.....	13
16. Flexible Working .....	14
17. Other Absence .....	15
18. Reserve Forces Duties .....	16
19. Adverse Weather and Public Transport Disruption.....	17
20. Dress Code.....	17
21. Anti-Bribery .....	18
22. Right of Search .....	18
23. Expenses .....	19
24. Data Protection (GDPR) .....	19
25. Employees' Personal Information .....	20
26. Access To Data .....	21
27. Data Security .....	21
28. Notifying Breaches .....	22
29. Investigation and Notification .....	22
30. Record of Breaches .....	22
31. Policy Statement on The Secure Storage .....	23
32. Computer and Electronic Devices .....	23
33. Grievance Procedure .....	23
34. Driving .....	24
35. Public Interest Disclosure (Whistleblowing).....	26
36. Equal Opportunity .....	26

37.	Positive Work Environment .....	27
38.	Definition Of Harassment .....	28
39.	Definition Of Bullying .....	28
40.	Employees Responsibilities .....	29
41.	Managerial Responsibility .....	29
42.	Procedure For Dealing With Alleged Harassment Or Bullying .....	30
43.	Health and Safety.....	31
44.	Personal Protective Equipment (PPE) .....	31
45.	Smoke-Free Workplace .....	32
46.	Drugs and Alcohol.....	32
47.	Policy and Procedures .....	34
48.	GENERAL POLICY .....	34
49.	Gross Misconduct .....	35
50.	Disciplinary Procedure .....	36
51.	Appeal Procedure .....	38
52.	Shortage of Work and Redundancy .....	38
53.	Termination of Employment .....	38
54.	Gross Misconduct .....	39
55.	Terminating Employment Without Giving Notice.....	39
56.	Notice During Probationary Period.....	39
57.	When Dismissal Notice Takes Effect .....	39
58.	Retirement.....	39

## 1. Introduction

- 1.1. Welcome to working with C.I.T! We recognise that our people and our pupils are our greatest and most valuable assets. It is important to us that C.I.T is a great place to work and consequently, where learning comes first for C.I.T's children. Whilst working for us, you will have duties and responsibilities which must be discharged safely and compliantly. It is the Trust's responsibility to help you carry out your role efficiently, safely and responsibly so this Handbook is intended to facilitate excellence.
- 1.2. The HR team not only values your feedback, it is actually essential to us in making improvements and so please let us have your views and comments on this handbook, your induction process, job, colleagues and working life in general. You will receive staff surveys from us and we would encourage you to participate each time and provide honest feedback. We want to hear the good and the bad because we cannot help you or make improvements unless you share your experiences with us.
- 1.3. You will find full details of the C.I.T academies on our website.  
<https://citacademies.co.uk/>
- 1.4. Details of our staffing structure are available on our website and we recommend that you take time to familiarise yourself with the Trust Board, central team and leadership structure so as to be comfortable in knowing who to approach for expert support.



- 1.5. This Handbook contains the information, boundaries, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') which should have been provided to you. Additional, new or revised policies and procedures may be issued (but only from the HR team) at any time separate to this Handbook and it is your responsibility to observe and adhere to these.
- 1.6. Unless contained within your Statement of Employment or stated otherwise, the content of this Handbook is non-contractual in its nature and may be varied from time to time without reference to you. The contents of this handbook supersede and override any previous arrangements which may have been in force.

1.7. If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter with your line manager **and HR**.

## 2. Support

2.1. Your wellbeing is a priority to the Trust. One part of our investment in your wellbeing is an initiative in partnership with Health Assured. They provide us with your Employee Assistance Programme (EAP) which is accessed by calling **0800 032 7097**. Online lifestyle services are available at [www.healthassuredeap.com](http://www.healthassuredeap.com). **Username:** Croner **Password:** EAP

2.2. We understand that support needs vary across our people and so the EAP service is constantly available. 24 hours a day!

2.3. The EAP will help you with the following types of issues:

Legal	Consumer	Financial	Work
Counselling	Family	Medical	Stress.

2.4. You should receive a wallet card and leaflet as part of your induction or directly from HR (upon request). You are encouraged to call when you feel you may need support and assured that calls are treated in the strictest confidence. It is important to note that the details of your issues won't be shared with the Trust (save for anonymised statistical information on usage levels). This means that you need to share issues with us too if you would like our support in addition to the EAP's.

2.5. The EAP's online lifestyle services cover:

Emotional support	Medical factsheets	Personal coaching
Health assessment	Stress assessment.	Fitness advice

## 3. Working Hours

3.1. Your normal hours of work are detailed in your Statement; it is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

## 4. Pay and Review

4.1. The methods of pay and payment intervals are set out in your Statement. An itemised pay statement will be issued to you at each pay period. If at

any time you have any queries you should raise them with your line manager/management.

- 4.2. Any change in your pay will be notified to you; the Trust cannot guarantee that there will be an annual pay increase.
- 4.3. On termination of employment, your final payment may be made in a different form to that stated in your Statement.

#### **5. Personal Details**

- 5.1. At the commencement of your employment you will have provided us with various personal details. You must notify the Trust immediately of any change, e.g. name, address, telephone number, next of kin, bank details etc.
- 5.2. It is in your interest to notify us of any such changes. The Trust will not be responsible for any issues arising out of your failure to notify changes in your personal details.

#### **6. Holidays**

- 6.1. Your paid annual leave entitlement is detailed in your Statement of Main Terms of Employment.
- 6.2. School term and holiday dates will be determined and published by the School each year.
- 6.3. Holidays are not permitted during term time for school staff. For non-school staff the details are as per your Statement of Main Terms of Employment.
- 6.4. The holiday year runs from 1 September to 31 August.
- 6.5. The Trust recognises the following Bank/Public holidays.
- 6.6. Bank/Public Holidays falling during term time will be regarded as holiday.
  - New Year's Day
  - Good Friday
  - Easter Monday
  - May Day Bank Holiday Monday
  - Spring Bank Holiday Monday
  - Late Summer Bank Holiday Monday
  - Christmas Day
  - Boxing Day
- 6.7. New starters please refer to your Statement of Terms for the accrual of your annual holiday entitlement. Payment for holidays will be at your normal rate of pay.
- 6.8. You accrue holiday entitlement during maternity/adoption/paternity/shared parental/parental leave periods unless your Statement dictates otherwise (mainly for staff on teaching contracts).

- 6.9. Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement for staff on non-teaching contracts but, the Trust reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken if necessary. Staff with teaching contracts are paid according to their Statement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.
- 6.10. Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations or at a contractual rate, if TUPE protections apply.
- 6.11. The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

## **7. Unpaid Leave**

- 7.1. Please refer to the Additional Entitlements to Paid & Unpaid Leave policy on the Trust's website for details.

## **8. Sickness**

### **8.1. Notification Procedure**

- 8.1.1. You are required to telephone your line manager no later than 8.00 am if you are C.I.T Central staff. All other staff please telephone the named designated person in school no later than 8.00 am on the first day of sickness absence, stating why you are absent, and when you expect to return. If your absence continues, you must contact him/her daily (on each working day during the first 7 calendar days AND before 8am AND) to update on your circumstances.
- 8.1.2. You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.
- 8.1.3. Please note that personal contact is required at all times when contacting the Trust. The sending of text messages or email will not be accepted as notification. If a voicemail is left, you may receive a return call from your line manager and will be expected to answer the phone.
- 8.1.4. Failure to notify the Trust as set out may be deemed a conduct issue and result in the disciplinary procedure being used. The Trust will not process normal salary payments for anyone who has breached its absence reporting procedures because they will be deemed absent without authorisation. Notwithstanding the above, medically certified absence may qualify for Statutory Sick Pay, pending a HR assessment.

### **8.2. Notification of Infectious Diseases**

You must notify the Trust if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you

have been off work with this type of illness, you must contact the Trust and your doctor prior to returning to work to ensure that it is safe to do so.

### **8.3. Documenting Periods of Absence**

You should produce the following written evidence of absence and ensure that appropriate documents are provided for the whole of your absence.

#### **8.3.1. Statement of Fitness for Work**

for absence of more than 7 calendar days, or

when we have requested, or

if we have requested because more than 3 periods of self-certificated absence occur in any 12-month period (this may have to be obtained at your own expense), or

8.3.2. You should forward the relevant documents and any correspondence to the HR Department as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the disciplinary procedure being taken when deemed appropriate.

8.3.3. Where your GP/Medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify your line Manager at the earliest opportunity so that a return to work can be carried out on the first day back before commencing work.

8.3.4. The Trust reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Trust's choice, and/or to seek a report from your Doctor.

8.3.5. Where the Trust wishes to seek a report from your Doctor, you have rights under legislation. A summary of these rights is included later in this Handbook (under 'Access to Medical Reports').

### **8.4. Statutory Sick Pay**

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment. Enhanced sick pay is conditional upon your terms and conditions of employment and will be paid if contractually appropriate. This is considered on a case-by-case basis.

#### **8.5. When SSP is payable**

8.5.1. SSP cannot be paid for the first 3 days of sickness. Therefore, payment usually starts on the 4<sup>th</sup> day of absence and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

8.5.2. SSP is paid in exactly the same way as normal earnings.

#### **8.6. When SSP is not payable**

8.6.1. SSP is not payable in certain circumstances, the principal ones being:

if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions

for absence of less than 4 days

if you have failed to follow the sickness Notification Procedure

if your employment has terminated

where Statutory Maternity/Adoption/Paternity/Shared Parental Pay is being paid to you

for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only)

- 8.6.2. The policy on SSP are very complex and you should not hesitate to raise any query you may have with the Trust.
- 8.6.3. If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of policy, procedures or contractual obligations, you will not be entitled to sickness payment from the Trust other than SSP.
- 8.6.4. If you are on paid suspension and become unfit for work or unable to attend any necessary meetings due to sickness, your absence will be deemed sickness absence and be processed as such.

### **8.7. Other Payment During Sickness Absence**

Your Statement details the remuneration to which you may be entitled during periods of sickness. In addition, please refer to the Sickness Absence & Sick Pay Policy on the Trust website for further details.

### **8.8. Important**

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal and / or recovery of payments associated with the absence (including but, not limited to salary, enhanced sick pay and / or statutory sick pay, supply / cover costs and administrative costs).

### **8.9. Return to Work Interviews**

- 8.9.1. Having regard to its duty of care to its employees, the Trust will complete a return to work interview after any sickness absence and usually before the employee commences work. This will ensure that you are fit for work and ascertain whether you anticipate any further absence relating to your illness. Short term absences may result in a return to work meeting either before, or shortly after the employee's return to work.
- 8.9.2. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your line Manager.

### **8.10. Appointments**

- 8.10.1. You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card (if requested), and the timing of the appointment causes as little disruption as possible, i.e. outside of contact time with students and / or at the beginning or end of the working day.
- 8.10.2. You may be paid for the time lost at the discretion of the Trust.

## 8.11. Access to Medical Reports

- 8.11.1. In certain circumstances, it may be necessary for the Trust to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:
  - 8.11.1.1. the reason for and likely duration of absence
  - 8.11.1.2. when you will be able to return to work, and whether the problem will recur
  - 8.11.1.3. what, if any, treatment is being prescribed
  - 8.11.1.4. whether you can carry out all the duties of the job, and
  - 8.11.1.5. what, if any, reasonable adjustments are recommended
- 8.11.2. This will enable the Trust to plan workloads. It is in the interests of both yourself and the Trust to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.
- 8.11.3. Your Doctor/Specialist/Occupational Health cannot submit the report to the Trust without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Trust.
- 8.11.4. If you indicate that you wish to see the report in advance, the Trust will inform you when the Doctor/Specialist/Occupational Health has been written to, and the Doctor/Specialist/Occupational health will also be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report.
- 8.11.5. Should you indicate that you do not wish to see the report before the Trust, you still have the right to write to the Doctor/Specialist/Occupational Health if the report has not been provided to the Trust, and you have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report. You have the right to ask the Doctor/Specialist/Occupational Health for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)
- 8.11.6. You may ask the Doctor/Specialist/Occupational Health to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist/Occupational Health is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist/Occupational Health thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.
- 8.11.7. No decision will be made that could affect your employment without careful consideration of all the circumstances.

- 8.11.8. Where the Trust wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent (or unreasonably fail to attend the appointment we have arranged) the Trust will take a decision regarding your continuing employment without the benefit of medical opinion and your entitlement to occupational sick pay will immediately cease as this is conditional upon your compliance.

## **9. Pregnancy and Maternity Rights**

- 9.1. You have certain statutory rights if you are pregnant. These are addressed below.
- 9.2. The policy on pregnancy and maternity are very complex and any query should be raised with the Trust.

### **9.3. Ante-Natal Care**

You are entitled to reasonable time off work with pay to attend ante-natal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

### **9.4. Maternity Risk Assessment**

- 9.4.1. The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided. However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

- 9.4.1.1. which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment

- 9.4.1.2. These activities, and any actions taken, should be recorded.

- 9.4.2. Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing of the employee's condition (i.e. that she is pregnant), has given birth in the last six months, or is breastfeeding.

### **9.5. Holidays (For Staff on Non-Teaching Contracts)**

- 9.5.1. Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after maternity leave, your holiday entitlement will continue to accrue as normal.

- 9.5.2. Annual leave can be taken either before maternity leave starts, at the end of your maternity leave, or within the annual leave year once you have returned to work (wherever possible). Annual leave will not carry over any more than 18 calendar months from the date you return from maternity leave unless the Trust agrees that it has prevented you from taking that maternity leave prior to the deadline. In those circumstances, an extension of three calendar months can be granted and it will be the employee's line manager and site head's responsibility to ensure the leave is taken during that time.

- 9.5.3. You must have prior approval and authorisation for when these holidays can be taken.

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

If you stop work and meet all of the following conditions, you are entitled to receive SMP. You must therefore:

have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC)

have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions

still be pregnant at the 11th week before the EWC or have given birth by that time

give at least 28 days' notice in writing of the date that you intend to stop work  
provide medical evidence of the EWC

- 9.6.1. For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of earnings), and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

- 9.6.2. Enhanced maternity pay schemes are also available to staff who meet the eligibility criteria. Further details are available from HR upon request

### **9.7. Maternity Leave**

- 9.7.1. If you stop work no earlier than the 11<sup>th</sup> week before the EWC, and you meet the following conditions, you are entitled to 52 weeks' maternity leave. To comply, you must notify the Trust in writing as soon as possible or by the 15<sup>th</sup> week before the EWC, unless that is not reasonably practicable, of the following:

that you are pregnant (by submitting a MAT B1 form)

the EWC

the date on which you intend your ordinary maternity leave to start,  
and

if requested, provide medical evidence of the EWC

- 9.7.2. The Trust will confirm to you in writing the date upon which your 52-week maternity leave period will end.

- 9.7.3. You are legally prohibited from working during the two weeks immediately after the birth. This is known as the 'compulsory maternity leave period' and is considered part of the maternity leave period.

- 9.7.4. If you give birth before your intended maternity leave start date, your maternity leave will start automatically on the day after the birth of the child.

- 9.7.5. During the 52-week maternity leave period all contractual benefits except for your pay will be maintained as if you were not absent.

- 9.7.6. If you wish to return to work before the end of the 52-week period of maternity leave you must give at least 8 weeks' notice of your intended date of return.
- 9.7.7. If you decide to return to work early, and this is at the end of the first 26-week period known as 'ordinary maternity leave', you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as 'additional maternity leave', you may be able to return to your original job (or another job which is suitable and appropriate).
- 9.7.8. The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

#### **9.8. Right to Time off to Accompany a Pregnant Woman**

- 9.8.1. If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions.
- 9.8.2. For further details, please refer to management.
- 9.8.3. Time off to accompany a pregnant woman to an antenatal appointment is unpaid but, each line manager has discretion to offer this as paid compassionate leave as per our Additional Leave Policy.
- 9.8.4. Whilst there is no statutory entitlement for you to receive paid time off to attend the appointments, the Trust may consider payment at its absolute discretion.
- 9.8.5. The Trust may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

#### **10. Paternity Leave/Pay**

- 10.1. If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' ordinary paternity leave (not odd days) if you:
  - have been continuously employed for at least 26 weeks by the 15th week before the Expected Week of Childbirth (EWC) or by the week in which an approved adoption agency matches you with a child
  - have given notice of your intention to take the leave in or before the 15th week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and
  - take the leave within 56 days after the birth (or the date on which the child is placed for adoption) or if the child is born early, within a period from the actual date of birth up to 56 days after the first day of the expected week of birth
- 10.2. You will be paid for this leave at full pay for the first 5 days and the 2<sup>nd</sup> week at the current statutory rate.
- 10.3. The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## **11. Adoption Leave/Pay**

### **11.1. Appointments**

- 11.1.1. If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments, arranged/requested by the agency ahead of the placement of the child.
- 11.1.2. If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take adoption leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.
- 11.1.3. Whilst there is no statutory entitlement for the secondary adopter to receive paid time off to attend the adoption appointments, the Trust may consider payment at its absolute discretion.
- 11.1.4. The maximum time off work permitted per appointment is 6.5 hours.
- 11.1.5. The Trust may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.
- 11.1.6. If requested you must provide a declaration confirming the appointment is in connection with the adoption and has been arranged/requested by the adoption agency, as well as an appointment card.

### **11.2. Adoption Leave**

- 11.2.1. If you are adopting a child and you meet certain qualifying conditions, you have the right to take 52 weeks' adoption leave.
- 11.2.2. Employees may be eligible for adoption leave if they:
  - have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency, or
  - are or expect to be the parent of a child under a parental order, or
  - are local authority parents who are prospective adopters
- 11.2.3. You must notify 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. Your notification should include the date on which the child is expected to be placed with you for adoption and when you wish your adoption leave to start. You may be asked to provide documentary evidence of the match from the adoption agency.
- 11.2.4. You may commence your adoption leave from the date of the placement of the child or at any time within 14 days prior to the placement. You can change the start date by giving 28 days' notice prior to the original commencement date. Adoption leave cannot start after the date on which the child is placed with you for adoption.

- 11.2.5. Arrangements for employees participating in the Foster for Adoption scheme (FFAS) will run similarly to adoption leave in that the foster placement date will trigger the start of adoption pay and leave. In the event that the placement is unsuccessful, adoption pay and leave arrangements will continue for eight weeks from the date the child leaves your home. You are encouraged to keep open lines of communication with the organisation during the FFAS process so that we can support you. The Employee Assistance Programme offers excellent advice if you so need it (please see paragraph **Error! Reference source not found.**). The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad, please seek further information from your line Manager.
- 11.2.6. During the 52-week adoption leave period all contractual benefits except for your pay will be maintained as if you were not absent.
- 11.2.7. If you wish to return to work before the end of the 52-week period of adoption leave you must give at least 8 weeks' notice of your intended date of return.
- 11.2.8. If you decide to return to work early and this is at the end of the first 26-week period known as "ordinary adoption leave" you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as 'additional adoption leave', you may be able to return to your original job (or another job which is suitable and appropriate).

### 11.3. **Statutory Adoption Pay**

- 11.3.1. Statutory Adoption Pay (SAP) is payable for up to 39 weeks if you meet the qualifying criteria. For the first six weeks SAP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).
- 11.3.2. The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### 12. **Shared Parental Leave/Pay**

- 12.1. You and your spouse/partner/child's other parent may be eligible to share up to 50 weeks' shared parental leave (SPL) provided you both meet certain eligibility criteria.
- 12.2. SPL allows working parents to take up to 50 weeks leave between them in order to care for their child. They may take leave at the same or different times, once the mother/primary adopter has notified his/her employer of his/her intention to end his/her maternity/adoption leave period.
- 12.3. Leave can be taken in a continuous block or over a number of discontinuous periods.
- 12.4. You may also be eligible to receive shared parental pay for the remainder of the maternity/adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

- 12.5. The policy terms of shared parental leave are very complex. If you are considering requesting shared parental leave you should discuss this with your line Manager in order for the policy on eligibility, notification and your entitlements to be discussed in more detail.
- 12.6. The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### **13. Keeping in Touch Days**

During maternity leave, adoption leave and shared parental leave, the Trust may offer you the opportunity of taking 'Keeping in Touch Days'; up to 10 days for maternity and adoption leave and up to 20 days for shared parental leave (referred to as 'shared parental leave in touch' or SPLIT days). These are days when you may work for the Trust without bringing your maternity leave, adoption leave or shared parental leave to an end. Work can be any work under your statement of main terms of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Trust. For further details, please refer to management.

### **14. Parental Leave/Pay**

- 14.1. If you are the parent/adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Trust, you are entitled to take up to 18 weeks' unpaid ordinary parental leave for the purpose of caring for a child, up to the child's 18th birthday.
- 14.2. Leave must be taken in a minimum of 1 week blocks (except for where a child is disabled, then leave may be taken as single days or multiples of 1 day) and is limited to a maximum of 4 weeks in any year for each child.
- 14.3. At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Trust.
- 14.4. The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.
- 14.5. Although you are not entitled to payment for this time off, the Trust may consider payment at its absolute discretion.

### **15. Time Off for Dependants**

- 15.1. You are entitled to reasonable time off, without pay, for urgent or unexpected incidents of real need involving a dependant, who is a member of your immediate family, or someone who reasonably relies on you for help when they are ill or injured, or for making arrangements for them to be cared for in the event of illness or injury.
- 15.2. The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and to organise any longer term arrangements.
- 15.3. If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements, or illness of a dependant, you may be entitled to reasonable time off work.

15.4. Although you are not entitled to payment for this time off, the Trust may consider payment at its absolute discretion.

### 16. Flexible Working

16.1. Providing you are an employee and have a minimum of 26 weeks' continuous service at the time of application you are entitled to request a flexible working arrangement. A request could, for example, relate to the total number of hours worked, the times at which you work, or the place of work.

16.2. All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

16.3. Your application must be made in writing specifying that it is a statutory request. The request must be signed and dated and you should state whether you have made any previous request and, if so, when. You are limited to one statutory request in any 12-month period. You should provide details of the flexible working arrangement you are proposing, when you would like the change to take effect, and how you think any impact on the Trust, your job and/or work colleagues may be dealt with.

16.4. Your request should be sent to your line Manager.

16.5. You will be contacted to discuss your request as soon as is reasonably practicable. If there is likely to be an undue delay, you will be notified of this in writing.

16.6. If you are unable to make the initial date for discussion, a further date and time will be arranged. If you fail to engage in discussion on both occasions without good reason, the Trust will consider your application as withdrawn.

16.7. You should be aware that if your request is accepted this will normally mean a permanent change to your terms and conditions of employment and there is no automatic right to revert to your original working arrangements at a later date. Alternatively, if the Trust is unsure about the impact of your request and/or whether this may be sustainable, a temporary or trial period may be agreed.

16.8. The Trust's decision in relation to your request will be confirmed in writing.

16.9. A request will only be refused for one of the following business reasons:

burden of additional costs	insufficient work for the periods you are proposing to work
inability to reorganise work among existing staff	detrimental impact on quality
inability to recruit additional staff	detrimental impact on performance
detrimental effect on ability to meet Trust demand	planned structural change to the business

16.10. If your request is refused, you may appeal against the decision; your appeal must be made in writing.

- 16.11. You are entitled to be accompanied by a work colleague at any discussion, meeting or appeal hearing in relation to your request. Please note that the consideration period for dealing with flexible working requests, including any appeal, can take up to 3 months. Where necessary, this timeframe may be extended, by mutual agreement.
- 16.12. Requests will be considered in the order in which they are received. Each case will be considered on its own merits taking into consideration the business case, possible impact, and the current business context.

## **17. Other Absence**

### **17.1. Bereavement Leave**

In the event of the death or funeral of a relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Trust after careful and sympathetic consideration has been given to the circumstances surrounding the bereavement.

### **17.2. Compassionate Leave**

- 17.2.1. In the event that a member of your immediate family dies, falls seriously ill, or is injured, (parents, grandparents, siblings and children) you may be granted paid compassionate leave at the discretion of the Trust.
- 17.2.2. The Trust will give careful and sympathetic consideration to the circumstances surrounding each case, taking into account the needs of the employee and the Trust.

### **17.3. Jury Service**

- 17.3.1. You are entitled to time off work to fulfil your obligations with regard to jury service. In the event of you being summoned to attend for jury service, you must notify management immediately on receipt of the jury summons, giving details of the dates you are required to attend court.
- 17.3.2. You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make such an application when requested may lead to action being taken under the disciplinary procedure, which may include dismissal.
- 17.3.3. If you are retained on jury service for a prolonged period, you have an obligation to notify the Trust and must keep in regular contact throughout this time. You must return to normal working immediately following your release from jury duties.
- 17.3.4. You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence, and your financial loss.
- 17.3.5. You must give the Trust a Certificate of Loss of Earnings which we will complete and return to you.
- 17.3.6. You are not entitled to payment for this time off as you can claim allowances from the court.

#### 17.4. PUBLIC DUTIES

You are entitled to reasonable time off during working hours to perform the duties associated with the positions listed below. There is no statutory entitlement to payment for this time off. The public positions which qualify are:

magistrate

member of a local

authority school governor

member of a statutory tribunal

members of a police authority

member of the managing or governing body of an educational establishment member of a health authority

member of the General Teaching Councils for England and Wales members of the Environment Agency

member of the prison independent monitoring

boards member of the prison visiting committee

member of a school council or board

member of the Scottish Environment Protection Agency

member of Scottish Water or a Water Customer Consultation

Panel trade union member (for trade union duties)

member of the Service Authority for the National Criminal Intelligence Service, or the Service Authority for the National Crime Squad

#### 18. Reserve Forces Duties

- 18.1. If you are a reservist or become a reservist, you must tell us.
- 18.2. You must let us know as soon as possible if you are called up (mobilised).
- 18.3. The Trust may ask you to delay or cancel this if your absence would seriously harm the business.
- 18.4. You must write to the Trust as soon as you know when you can return to work. This must be no later than the third Monday after your last day of service.
- 18.5. You are entitled to return to the same type of job you were doing before you were mobilised, on the same terms and conditions. If the job no longer exists, you are entitled to a reasonable alternative.
- 18.6. If you have up to 13 weeks' service before mobilisation you have the right to be employed for at least 13 weeks after your return.
- 18.7. If you have at least 13 weeks' but less than 52 weeks' service before mobilisation you have the right to be employed for at least 26 weeks after your return.

18.8. If you have at least 52 weeks' service before mobilisation you have the right to be employed for at least 52 weeks after your return.

18.9. The Trust will not pay you for this time off as you can claim financial support from the Ministry of Defence during this time.

#### **19. Adverse Weather and Public Transport Disruption**

19.1. The Trust recognises that there are occasions when you may have difficulty in travelling to work due to severe weather conditions or disruptions to public transport.

19.2. While the Trust expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and you should have due regard for your health and safety.

#### **Procedure**

19.3. Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your line Manager/school at the earliest opportunity.

19.4. You are expected to make every effort to arrive for work on time.

19.5. If poor weather conditions or disruptions to public transport result in you arriving for work late, you may be expected to make up the time lost.

19.6. On occasions, for example in the event of road closures due to severe weather, or the total shut down of public transport, it may be impossible for you to attend work. On such occasions you will normally be required to take annual leave in respect of that day. If you have exhausted your annual leave entitlement, the time away from work will be unpaid.

19.7. If unexpected weather conditions that will make travel difficult occur during the working day, employees will, at management discretion, be allowed to leave work early in order to travel home.

19.8. Certain employees may be able to work from home in such circumstances. You may only work from home if authorised to do so in advance by your line Manager.

19.9. Employees who abuse the above procedure may be subject to action under the disciplinary procedure.

19.10. This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the Trust and the safety of employees.

#### **20. Dress Code**

20.1. During the course of your employment you will come into contact with pupils, parents, peers, members of governance and other visitors to the premises. It is important that we all present a professional image having regard to appearance and standards of dress. It is a requirement of the Trust that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance.

20.2. Although we adopt a smart but casual dress code, unacceptable articles of clothing during the business week for employees include, but are not limited to, any type of ripped clothing, low cut vests, shorts, leggings, jeans or open footwear (unless prior agreement has been obtained from your line manager e.g. dress down days, sports duties etc.).

- 20.3. The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Trust, and does not have a negative impact on any other person.
- 20.4. If you have been issued with a uniform, overalls or any attire by the Trust this must be worn at all times, as appropriate.
- 20.5. If you have any queries regarding the dress code, you should seek advice from your line Manager.

### **21. Anti-Bribery**

- 21.1. The Trust is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out business fairly, honestly and openly, with zero-tolerance towards bribery.
- 21.2. The Trust expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.
- 21.3. All employees have a responsibility to prevent, detect and report all instances of bribery.
- 21.4. If you are offered any gift or hospitality you should not accept it without approval from us.
- 21.5. In your employment with the Trust you should never offer a gift or hospitality to a supplier or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed in advance.
- 21.6. Acts of bribery and/or corruption will always be taken seriously and have severe consequences for you and the Trust. You have a duty to disclose any concerns about bribery (or any other unlawful activity) whether in relation to other staff members, contractors or yourself. You should report your concerns in confidence, to the Trust as soon as practicable.
- 21.7. If you are found to have accepted or given any bribe, this may result in disciplinary action up to and including dismissal. This may also lead to criminal investigation and potential prison sentence and fine for those found guilty of bribery in addition to potential fines for the Trust.

### **22. Right of Search**

- 22.1. The Trust wants to safeguard you and our property and equipment. To achieve this, the Trust may carry out searches on its premises, including Trust vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of statement of main terms/Trust policy. The Trust, with consent, shall:

- 22.1.1. search any employee (outer clothes only)
- 22.1.2. search employee property
- 22.1.3. search the contents of parcels entering or leaving the premises

- 22.1.4. search any vehicle used by an employee in the course of their employment
  - 22.1.5. search lockers
  - 22.1.6. search workstations including desk drawers
  - 22.1.7. electronic searches of user areas to include laptop and mobile phone etc.
- 22.2. Searches will always be conducted in the presence of a third person and you will be encouraged to ensure that another independent witness is present if so required.
- 22.3. Searches will be conducted in the presence of at least one witness chosen by you and the Trust.
- 22.4. Searches of employees shall be carried out in private.
- 22.5. You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action (up to and including dismissal) being taken against you.
- 22.6. If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.
- 22.7. The Trust reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of statement of main terms or any of its policy.
- 22.8. Any employee found with property that does not belong to them, and for which he or she cannot satisfactorily account, may be subject to the disciplinary action (up to and including but, not limited to, dismissal). "Property" will be deemed to include confidential information, such as pupil details.

### **23. Expenses**

Please refer to the Trust's Finance Policy on the Trust website.

### **24. Data Protection (GDPR)**

- 24.1. The Trust is fully committed to compliance with the requirements of the Data Protection Act 2018 and all other data protection legislation currently in force. The Regulation applies to anyone processing personal data and sets out principles which should be followed and gives rights to those whose data is being processed.
- 24.2. To this end, the Trust endorses fully and adheres to the Data Protection Principles listed below. When processing data we will ensure that it is:
- 24.2.1. processed lawfully, fairly and in a transparent way ('lawfulness, fairness and transparency')
  - 24.2.2. processed no further than the legitimate purposes for which that data was collected ('purpose limitation')
  - 24.2.3. limited to what is necessary in relation to the purpose ('data minimisation')
  - 24.2.4. accurate and kept up to date ('accuracy')

- 24.2.5. kept in a form which permits identification of the data subject for no longer than is necessary ('storage limitation')
  - 24.2.6. processed in a manner that ensures security of that personal data ('integrity and confidentiality')
  - 24.2.7. processed by a controller who can demonstrate compliance with the principles ('accountability')
- 24.3. These rights must be observed at all times when processing or using personal information. Therefore, through appropriate management and strict application of criteria and controls, the Trust will:
- 24.3.1. observe fully the conditions regarding having a lawful basis to process personal information
  - 24.3.2. meet its legal obligations to specify the purposes for which information is used
  - 24.3.3. collect and process appropriate information only to the extent that it is necessary to fulfil operational needs or to comply with any legal requirements
  - 24.3.4. ensure the information held is accurate and up to date
  - 24.3.5. ensure that the information is held for no longer than is necessary
  - 24.3.6. ensure that the rights of people about whom information is held can be fully exercised under the Act (i.e. the right to be informed that processing is being undertaken, to access personal information on request; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong information)
  - 24.3.7. take appropriate technical and organisational security measures to safeguard personal information
  - 24.3.8. ensure that personal information is not transferred outside the EU, to other countries or international organisations without an adequate level of protection

## **25. Employees' Personal Information**

- 25.1. Throughout employment and for as long as is necessary after the termination of employment, the Trust will need to process data about you. The kind of data that the Trust will process includes:
- 25.1.1. any references obtained during recruitment
  - 25.1.2. details of terms of employment
  - 25.1.3. payroll details
  - 25.1.4. tax and national insurance information
  - 25.1.5. details of job duties
  - 25.1.6. details of health and sickness absence records
  - 25.1.7. details of holiday records
  - 25.1.8. information about performance

- 25.1.9. details of any disciplinary and grievance investigations and proceedings
  - 25.1.10. training records
  - 25.1.11. contact names and addresses
  - 25.1.12. correspondence with the Trust and other information that you have given the Trust
- 25.2. The Trust believes that those records used are consistent with the employment relationship between the Trust and yourself and with the data protection principles. The data the Trust holds will be for management and administrative use only but the Trust may, from time to time, need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HM Revenue & Customs, where requested to do so by yourself for the purpose of giving a reference or in relation to maintenance support and/or the hosting of data in relation to the provision of insurance).
- 25.3. In some cases, the Trust may hold sensitive data, which is defined by the legislation as special categories of personal data, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership, or religious beliefs. This information may be processed not only to meet the Trust's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment, and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Trust has a specific legal requirement to process such data.

## **26. Access To Data**

You may, within a period of one month of a written request, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your line Manager. The Trust is entitled to change the above provisions at any time at its discretion.

## **27. Data Security**

- 27.1. You are responsible for ensuring that any personal data that you hold and/or process as part of your job role is stored securely.
- 27.2. You must ensure that personal information is not disclosed either orally or in writing, or via web pages, or by any other means, accidentally or otherwise, to any unauthorised third party.
- 27.3. You should note that unauthorised disclosure may result in action under the disciplinary procedure, which may include dismissal for gross misconduct. Personal information should be kept in a locked filing cabinet, drawer, or safe. Electronic data should be coded, encrypted, or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.
- 27.4. When travelling with a device containing personal data, you must ensure

both the device and data is password protected. The device should be kept secure and where possible it should be locked away out of sight i.e. in the boot of a car. You should avoid travelling with hard copies of personal data where there is secure electronic storage available. When it is essential to travel with hard copies of personal data this should be kept securely in a bag and where possible locked away out of sight i.e. in the boot of a car.

- 27.5. When transferring data between sites, you must ensure you record the movement on the recorded delivery sheets held on reception at each site. You must sign out all paperwork and record it as delivered at the destination.
- 27.6. When disposing of confidential data, such as historic records, you must record its disposal on your disposal of confidential records sheet, which should be held on site.
- 27.7. The Trust operates a clear desk policy, which means that you must ensure you do not leave confidential information unattended at any time. You must also ensure that your computer screen is locked when away from your desk.
- 27.8. Failure to comply with the above policies may constitute a breach in the Data Protection Act 2018 and may be considered as a gross misconduct offence.

## **28. Notifying Breaches**

- 28.1. A personal data breach is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or processed.
- 28.2. The following are examples of data breaches
  - 28.2.1. access by an unauthorised third party;
  - 28.2.2. deliberate or accidental action (or inaction) by a data controller or data processor;
  - 28.2.3. sending personal data to an incorrect recipient;
  - 28.2.4. computing devices containing personal data being lost or stolen;
  - 28.2.5. alteration of personal data without permission;
    - 28.2.5.1.1. loss of availability of personal data.

## **29. Investigation and Notification**

- 29.1. In the event that we become aware of a breach, or a potential breach, an investigation will be carried out. This investigation will be carried out by HR.
- 29.2. We will undertake to notify the Information Commissioner of a breach which is likely to pose a risk to people's rights and freedoms without undue delay and at the latest within 72 hours of discovery. If we are unable to report in full within this timescale, we will make an initial report to the Information Commissioner, and then provide a full report in more than one instalment if so required.
- 29.3. We will undertake to notify the individual whose data is the subject of a breach if there is a high risk to people's rights and freedoms without undue delay and may, dependent on the circumstances, be made before the supervisory authority is notified.

## **30. Record of Breaches**

The Trust records all personal data breaches regardless of whether they are notifiable or not as part of its general accountability requirement under the Data Protection Act

2018. It records the facts relating to the breach, its effects and the remedial action taken.

### **31. Policy Statement on The Secure Storage, Handling, Use, Retention and Disposal Of Disclosures And Disclosure Information**

- 31.1. As an organisation using the Disclosure and Barring Service and/or Disclosure Scotland to help assess the suitability of applicants for positions of trust, we comply fully with the Disclosure and Barring Service/Disclosure Scotland Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act 2018.
- 31.2. Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997.
- 31.3. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
- 31.4. Disclosure information is only used for the specific purpose for which it was requested.
- 31.5. Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the Disclosure and Barring Service/Disclosure Scotland will be consulted and full consideration will be given to the data protection and human rights of the individual.
- 31.6. Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

### **32. Computer and Electronic Devices**

Please refer to the Trust's Acceptable Use of the Internet Policy and Mobile Device Policy on the Trust website for further details.

### **33. Grievance Procedure**

- 33.1. Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally with your line manager. If the grievance involves your line manager, you should speak with a senior member of management.
- 33.2. If you wish to make a formal grievance it must be set out in writing.
- 33.3. It is the Trust's intention to consider all grievances as soon as possible, and a meeting will be held usually within ten working days of you raising the grievance. The meeting will enable you to give full details of your grievance.

- 33.4. You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.
- 33.5. If your grievance is about the person detailed in your Statement you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.
- 33.6. After the meeting the Manager will inform you of his or her decision in writing in response to the grievance. You have the right to appeal against this decision.
- 33.7. If you wish to appeal, you must inform the Trust in writing within ten working days. You will then be invited to attend another meeting; after which you will be informed of the final decision in writing.
- 33.8. It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Trust.

## **34. Driving**

### **34.1. Information for Vehicle Drivers**

- 34.1.1. The following general policy apply if you drive on Trust business.
- 34.1.2. This section should be read in conjunction with the Finance policy.
- 34.1.3. You are requested to comply with the Trust's driving licence check process as and when requested, to enable the Trust to check the details of your driver record held by the DVLA. You must inform the Trust immediately if you are no longer entitled to drive for any reason.
- 34.1.4. The consumption of alcohol or illegal drugs prior to or during the course of driving is strictly prohibited and infringement of this rule may result in your summary dismissal.
- 34.1.5. You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given for its use.
- 34.1.6. Where any journey requires you to travel through any congestion or charge zone, you must ensure that the applicable charge has been paid prior to you travelling. You will be responsible for the payment of any charges not settled prior to travelling through a congestion or charge zone. If these sums remain unpaid the appropriate deductions may be made from your pay.
- 34.1.7. You and any passengers must wear seatbelts at all times when the vehicle is in motion.
- 34.1.8. If you incur any fines for parking or other motoring offences whilst on Trust business you will be personally liable for the payment of such fines.
- 34.1.9. You must plan journeys sufficiently to ensure safe arrival. This means that enough time must be allocated for the journey, allowing for delays and rest-breaks on long journeys. You must ensure that you are fit to drive and that you are not tired before setting off on long journeys.
- 34.1.10. To make long journeys safer, you should not drive for more than two hours without a break. The use of overnight stays for long journeys may be permitted with prior management approval.

- 34.1.11. You should check weather forecasts and road traffic conditions before setting out on journeys. In the event of adverse weather or road conditions you should carry out all necessary driver checks, and adjust your journey times or routes, or reschedule your journey if necessary.
- 34.1.12. You must pay full attention to your driving at all times and avoid distractions, which can be caused by technology e.g. phones, satellite navigation devices, or audio equipment, eating or drinking, or others in the car. You should familiarise yourself with the policy regarding mobile phones within this handbook.

### **Drivers Using Their Own Vehicles**

- 34.2. Where you are required to use your own vehicle on Trust business you must ensure that you hold appropriate business insurance, a valid MOT certificate (where required), and that the vehicle is taxed. You must inform the Trust immediately if you cease to have valid cover in respect of MOT, tax or insurance.
- 34.3. Any travelling expenses incurred in undertaking Trust duties in your own motor vehicle will be reimbursed by the Trust in line with policy and procedures.

### **Drivers of Trust Vehicles/Mini Buses**

- 34.4. The information set out below applies if you drive any kind of Trust vehicle.
- 34.5. You must hold a hold a current and valid driving licence and adhere to the following at all times.
- 34.6. As all vehicles are insured through the Trust and any conviction for driving offences, driving endorsements or any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.
- 34.7. If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the disciplinary procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of a driving offence which results in a period of disqualification, and the holding of a licence, is an essential requirement of the job this may result in your dismissal.
- 34.8. You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.
- 34.9. The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are activated when the vehicle is left unattended.
- 34.10. Where you are responsible for any damage or loss to the vehicle, the Trust reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.
- 34.11. When you are travelling in any Trust vehicle you must not smoke (this includes the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS)), or allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Trust business and you will be the only occupant.

- 34.12. Only authorised personnel may drive the Trust's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.
- 34.13. You have a duty of care to complete the Drivers' Log in the vehicle on a daily basis to record who is driving the vehicle at any particular time. Failure to complete the Drivers' Log accurately could lead to action under the disciplinary procedure.
- 34.14. You must comply with all statutory and Trust regulations regarding the recording of daily mileage, journeys undertaken, and driving hours. You must not exceed maximum driving hours by working for a third party.

### **Use of Mobile Phones Whilst Driving**

- 34.15. You must ensure that you have proper control of any vehicle that you are driving at all times.
- 34.16. The Trust supports the police and other organisations interested in improving road safety, with regard the use of mobile phones whilst driving as being a dangerous practice. If you are caught using your mobile phone, you may be liable to prosecution. Consequently, we ask you not to make or answer calls whilst driving. but instead pull over when safe to do so. If you receive a call whilst driving and cannot immediately stop safely to take it, you should allow your phone's message facility to record the caller's message, accessing it when you next stop driving.
- 34.17. You are liable for payment of any fines or penalties incurred as a result of being caught misusing a mobile phone.
- 34.18. You should note carefully that a breach of the Trust's policy on the use of a mobile phone whilst driving may render you liable to action under the disciplinary procedure, up to and including dismissal dependent upon the circumstances.

### **35. Public Interest Disclosure (Whistleblowing)**

Please refer to the Trust's Confidential Reporting Code on the Trust's website.

### **36. Equal Opportunity**

- 36.1. The Trust is committed to the principle of equal opportunity in employment.
- 36.2. Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment because of a protected characteristic within the Equality Act 2010 which are race (including colour, nationality, ethnic or national origin and caste), religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage/civil partnership and age. In accordance with our overarching equal treatment ethos, we will also ensure that no-one is treated less favourably on account of their trade union membership or non-membership, or on the basis of being a part-time worker or fixed term employee. The Trust's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities. The Trust's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

- 36.3. Management has the primary responsibility for successfully meeting these objectives by:
- 36.4. not discriminating in the course of employment against employees or job applicants
- 36.5. not inducing or attempting to induce others to practise unlawful discrimination
- 36.6. bringing to the attention of employees that they may be subject to action under the disciplinary procedure for unlawful discrimination of any kind
- 36.7. You can contribute by:
  - 36.7.1. not discriminating against fellow employees, clients, suppliers or members of the public with whom you come into contact during the course of your duties
  - 36.7.2. not inducing or attempting to induce others to practise unlawful discrimination
  - 36.7.3. reporting any discriminatory action to the Trust Board.
- 36.8. The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.
- 36.9. If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

### **37. Positive Work Environment Statement of The Policy**

- 37.1. The Trust is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Trust strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Trust's intention to encourage everyone to behave in a proper manner at all times.
- 37.2. Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to our schools. For these reasons it is important that the Trust, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.
- 37.3. You may be an individual or part of a group that receives unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.
- 37.4. The Trust is committed to ensuring that individuals do not feel apprehensive because of their protected characteristics (religious belief, gender, political opinion, marital/civil partnership status, sexual orientation, race, age, disability or as a result of being subjected to any inappropriate behaviour).
- 37.5. All employees can expect to:
  - 37.5.1. be treated with dignity, respect and courtesy



- 37.5.2. be able to work, free from unfair treatment, bullying, harassment or victimisation
- 37.5.3. be valued for their skills, abilities and experiences
- 37.6. All employees are expected to:
  - 37.6.1. familiarise themselves with the content of this policy
  - 37.6.2. treat all employees with dignity, respect and courtesy
  - 37.6.3. contribute towards a positive working culture
  - 37.6.4. challenge or report unacceptable behaviour
  - 37.6.5. be mindful of others when expressing views
  - 37.6.6. cooperate with investigations into harassment and bullying
- 37.7. Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.
- 37.8. The Trust is committed to dealing with any issues quickly, positively and confidentially when and if they occur.
- 37.9. It is important to remember that while you may make comments outside of work, for example on social networking sites, the Trust may use such evidence in investigations on bullying and harassment matters.

#### **38. Definition Of Harassment**

- 38.1. Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.
- 38.2. Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:
  - 38.2.1. physical contact ranging from touching to serious assault
  - 38.2.2. verbal and written harassment through jokes, teasing or banter, offensive language, gossip and slander, or letters
  - 38.2.3. sharing inappropriate images or videos
  - 38.2.4. using racist slang, phrases or nicknames
  - 38.2.5. isolation or non-cooperation, or exclusion from social activities
  - 38.2.6. intrusion by pestering, spying, following etc.
- 38.3. Employees may also be subject to harassment from third parties such as clients, suppliers, the general public etc. where interaction with those third parties is a part of their role.

#### **39. Definition Of Bullying**

- 39.1. Bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

- 39.2. The following examples may constitute bullying:
- 39.2.1. threats, abuse, teasing, gossip or practical jokes
  - 39.2.2. humiliation and ridicule either in private, at meetings or in front of clients
  - 39.2.3. name calling, banter, insults, devaluing with reference to age or physical appearance
  - 39.2.4. setting impossible deadlines
  - 39.2.5. imposing excessive workloads
  - 39.2.6. making unjustified criticisms
  - 39.2.7. excessive monitoring
  - 39.2.8. unreasonably removing responsibilities
  - 39.2.9. unreasonably allocating menial or pointless tasks
  - 39.2.10. unreasonably withholding information
  - 39.2.11. unjustifiably refusing requests for leave, holiday or training
- 39.3. It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

#### **40. Employees Responsibilities**

- 40.1. All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. No one should practice or encourage such behaviour and should make it clear to all concerned that you find it unacceptable.
- 40.2. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Trust to deal with the matter.

#### **41. Managerial Responsibility**

- 41.1. Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.
- 41.2. Managers and supervisors also have a particular duty to set a proper example by treating everyone with dignity and respect and ensure that their behaviour is beyond question.
- 41.3. Managers also have a responsibility to explain the Trust's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

- 41.4. The Trust will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

#### **42. Procedure For Dealing With Alleged Harassment Or Bullying**

- 42.1. Complaints can be made both formally and informally. Whichever route you decide to take, (and the decision will always be yours) you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment. Please use the EAP's services as per paragraph **Error! Reference source not found.**
- 42.2. If you are comfortable doing so, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.
- 42.3. If you feel unable to do this, you may be able to ask your line Manager or a colleague to do this on your behalf.
- 42.4. If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred.
- 42.5. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim, however, the Trust will endeavour to relocate you if this is your preference.
- 42.6. You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.
- 42.7. Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you may become subject to proceedings under the disciplinary procedure.

#### **Procedure For Dealing With Alleged Harassment Or Bullying From A Third Party**

- 42.8. Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Trust.
- 42.9. We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is linked to a school pupil or a valuable client/customer or has a long-standing business relationship with the Trust. However, we encourage you to report any instance of harassment from a third party so that the Trust can take appropriate action.
- 42.10. You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.
- 42.11. Our action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

- 42.11.1. speaking with the harasser and warning them that any future occurrence of harassment will result in the Trust withdrawing provision of its services to the harasser where possible. It must be noted that the trust is unable to exclude pupils on the basis of vexatious parents / guardians or adults linked to our pupils. Staff should consult our Vexatious Communications Policy Dignity in the Workplace.
  - 42.11.2. contacting the business for whom the harasser works and making a complaint against them. We will explicitly ask for this conduct to stop and we may require that the harasser is removed from our account
  - 42.11.3. refusing to continue to provide our services to the harasser where possible.
  - 42.11.4. reassigning the provision of the Trust's services to harasser to another employee where possible.
- 42.12. Training and support for you to assist with managing difficult behaviour from unavoidable parties e.g. pupil's parents / guardians.

### **43. Health and Safety**

- 43.1. The Trust is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation raising them with the Trust.
- 43.2. You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published health, safety and fire policy and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

### **44. Personal Protective Equipment (PPE)**

- 44.1. Where required, the Trust will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.
- 44.2. You are responsible for the safekeeping and proper use of the PPE.
- 44.3. If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Trust in order that it may be replaced.
- 44.4. The Trust will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.
- 44.5. You agree that on termination of your employment, should you not return your PPE or should your PPE be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Trust, will be deducted from any final monies owing to you, or you will otherwise reimburse the Trust.
- 44.6. Failure to follow these procedures may also, after formal investigation, lead to the Trust taking action against you under the disciplinary procedure.

#### **45. Smoke-Free Workplace**

It is the Trust's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment. Please refer to our smoking policy for full details of our expectations in relation to smoking.

#### **46. Drugs and Alcohol Policy Statement**

- 46.1. The Trust is fully committed to meeting its responsibilities under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other associated legislation. Such legislation highlights to employers that they have a general duty to ensure the health, safety and welfare of their employees, pupils and visitors.
- 46.2. It is strictly forbidden to use, possess or sell illegal drugs, controlled substances or to consume alcohol or take drugs whilst at work.
- 46.3. If it is suspected that you are under the influence of alcohol or other substances as defined below, under the terms of your employment you are under a duty to give permission for the Trust to obtain a sample of blood, urine or oral fluids. Failure to provide a sample will be deemed a breach of your statement, regarded as a failed test/positive sample and you will be subject to the disciplinary procedure which could result in your summary dismissal.
- 46.4. Legal highs and/or substances must not be brought on to Trust premises at any time. Anyone found in possession, or under the influence of such will be sent home and dealt with through the disciplinary procedure. Such offences may be considered to be gross misconduct and a potential safeguarding issue to be dealt with according to our policies and procedures.

#### **Definitions**

- 46.5. For the purposes of this policy, the term "drugs" and "alcohol" includes:
  - 46.5.1. substances covered by the Misuse of Drugs Act 1971, which includes but not limited to amphetamines, methamphetamines, benzodiazepines, cannabinoids, cocaine, and opiates
  - 46.5.2. inappropriate use of prescribed and over the counter drugs
  - 46.5.3. inappropriate use of solvents, alcohol and any other substances

#### **Scope**

- 46.6. The Trust places paramount importance on the health, safety and welfare of its employees at work and those whom the Trust does not employ but who are affected by its undertaking.
- 46.7. This policy applies to all permanent employees, temporary employees and agency workers.

#### **Trust Procedure**

- 46.8. It has been proved that taking drugs and/or alcohol is a serious safeguarding issue and significantly impairs capabilities, affects conduct and relationships, and has a detrimental effect on health. Additionally, this can also be partly or wholly responsible for an unsatisfactory record of timekeeping or attendance. If inadequate work performance or unacceptable behaviour, including poor work relationships occur or persist, the matter may be dealt with under the Trust's disciplinary procedure. The Trust's Safeguarding policies and procedures will also be relevant to the issue.

- 46.9. The Trust is committed to taking all reasonable measures to ensure the safety of its operatives engaged in all aspects of its business. The Trust therefore does not expect anyone to come to work having taken drugs and/or alcohol where this could impact their ability to perform their normal duties or consume such during working hours. Compliance with this requirement forms part of the duty of all employees to take all reasonable steps to protect themselves and their colleagues at work as well as to ensure the safety of those whom the Trust does not employ but are affected by its undertaking.
- 46.10. For all employees, and in particular for those on duty to operate or work with machinery, and/or driving of Trust vehicles, and/or exposed to solvents as part of their role, the taking of drugs and/or alcohol to any extent creates a safety hazard or the potential for such a hazard. This is because full mental and physical ability and attention are required to perform such tasks, and where drugs and/or alcohol have been taken, this could seriously jeopardise the safety of the employee and others around them.
- 46.11. The Trust considers that by the nature of the processes it undertakes, any employee in possession of illegal drugs and/or alcohol, any employee who has taken illegal drugs and/or alcohol to any extent, or where in the Trust's reasonable opinion that this is the case, the employee may be subject to action, up to and including dismissal for gross misconduct under the Trust disciplinary procedure. In addition, the Trust will co-operate with local law enforcement officials as necessary when an employee possesses, transfers, sells, or attempts to sell or transfer an illegal drug.
- 46.12. The use of prescribed drugs or over-the-counter drugs which may adversely affect performance or behaviour must be reported by the individual to their line Manager upon reporting for work.
- 46.13. The Trust acknowledges that working conditions on the Trust's premises, and/or sites in which its operatives perform their duties, require extensive attention to safe working practices. It is a condition of employment that all employees comply with the policy enforced when working on Trust property or while on Trust business on site.
- 46.14. This includes acceptance of the possibility of the requirement to take part in a drug or alcohol test if asked by either the Trust or any of its staff. Testing will take the form of:
- 46.14.1. random drug and/or alcohol testing
  - 46.14.2. cause testing where there is reasonable suspicion that an employee may be in violation of the policy
  - 46.14.3. post incident testing following an incident or accident

### **Policy Regarding Drug And Alcohol Testing**

It is a condition of your employment and a requirement under your Statement of Employment that for reasons concerned with your safety or that of your work colleagues for which the Trust or its staff may reasonably require it, including a programme of random testing, you submit to a drug and alcohol test.

## **Suspension**

- 46.15. Due to the nature of the Trust's business, and in the interests of you and pupils' safety, where an employee is suspected of consuming alcohol and/or taking drugs during the working day, or is still affected from alcohol and/or drugs taken outside of work (whether a test is carried out or not) they shall be sent home.
- 46.16. Employees will be suspended on full pay pending the results of (the required test where appropriate) and investigation.

## **47. Policy and Procedures**

- 47.1. It is your responsibility to familiarise yourself with the following policy and procedures. Any breaches may result in action being taken in accordance with the disciplinary procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.
- 47.2. The Trust may need to change the policy from time to time and any such changes will be notified to you as appropriate.

## **48. GENERAL POLICY (This list is not exhaustive)**

- 48.1. You must conduct yourself and perform your work at all times in a manner that is in the interests of the Trust. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Trust's policy.
- 48.2. You have an obligation to ensure that you do not act in a manner which could be considered to be of an unlawful discriminatory nature. This includes harassment and bullying.
- 48.3. You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- 48.4. You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- 48.5. You are expected to read and observe all authorised notices that are displayed by the Trust.
- 48.6. You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- 48.7. You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Trust's policy with regard to the use of mobile phones and other devices.
- 48.8. You are not permitted to remove material or equipment of any kind from the Trust without prior permission.
- 48.9. You must notify the Trust immediately of any incident causing damage to property belonging to the Trust (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or clients.
- 48.10. Working time and/or the Trust's material or equipment must not be used for any unauthorised work.

- 48.11. You must act in accordance with the Trust's working procedures.
- 48.12. Personal hygiene and appearance must be of an acceptable standard.
- 48.13. Visitors are not allowed onto the premises at any time without prior authority.
- 48.14. An orderly and courteous manner must be maintained at all times.
- 48.15. The use of Trust premises for personal or work related social events is prohibited unless prior authorisation has been obtained.
- 48.16. You are required to submit your person or property, including vehicles, to being searched whilst on the Trust's premises, or at any time at the reasonable requirement of the Trust.
- 48.17. You must comply with the Trust's policy on no smoking, including no smoking in Trust's vehicles.
- 48.18. Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

#### **49. Gross Misconduct**

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal (i.e. dismissal without notice and without previous warnings). This list is not exhaustive.

- 49.1. Fighting, physical assault or dangerous horseplay.
- 49.2. Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management during working hours.
- 49.3. Serious insubordination.
- 49.4. Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
- 49.5. Theft or misappropriation of the Trust's property or property belonging to another employee.
- 49.6. Wilful damage or negligence involving damage to property belonging to the Trust, clients, other employees or the general public.
- 49.7. Performing, arranging, or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way the Trust's interests (unless appropriate prior authorisation has been obtained).
- 49.8. Fraud or any other illegal offence committed against the Trust, its employees, contractors, or clients.
- 49.9. Bringing the Trust into disrepute, including but not limited to, making negative or disparaging comments on social media sites or similar.
- 49.10. Drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work.
- 49.11. Being in possession of, or dealing in illegal drugs whilst at work.
- 49.12. Failure to submit or consent to an alcohol/drugs test.
- 49.13. Positive drug or alcohol test result(s), and confirmation that such impacts your ability to perform your normal duties.

- 49.14. Breach of safety policy and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work.
- 49.15. Deliberately making a false entry into the written records of the Trust.
- 49.16. Knowingly giving false information or deliberately omitting relevant information on the job application form, curriculum vitae, or at any time during the recruitment process, for example at interview or during discussions prior to the offer of employment.
- 49.17. A disclosure made in bad faith, or concerning information which you do not substantially believe is true or is made for personal gain.
- 49.18. Breaching the Trust's Privacy Notice or breach of GDPR for staff governors.
- 49.19. Victimisation of a fellow worker or subjecting a fellow worker to detriments because of a public disclosure claim.
- 49.20. Unlawful discrimination, harassment and/or bullying.
- 49.21. Breach of the anti-bribery policy.
- 49.22. Breach of the Anti-facilitation of Tax Evasion policy.
- 49.23. Inaccurate or fraudulent recording of financial transactions.
- 49.24. Unauthorised access to, or disclosure of any confidential information from whatever source, including any personal data under Data Protection legislation.
- 49.25. Making a false declaration to the Trust, including, but not limited to falsification of working hours or expenses.
- 49.26. Criminal offences causing harm to the reputation of the Trust, or relations with the Trust's employees.
- 49.27. Unauthorised access to, or disclosure of any part of the Trust's computer data.
- 49.28. Acts of gross negligence, or misconduct involving careless or reckless driving, including the use of hand-held mobile phones whilst driving.
- 49.29. Loss of driving licence on conviction when driving is all, or an essential part of the job requirements.
- 49.30. The unauthorised use of mobile phones.
- 49.31. Indecent or lewd behaviour of a serious nature.
- 49.32. Smoking, including the use of electronic cigarettes (e-cigarettes), in any location other than the designated smoking area(s).
- 49.33. Smoking inside Trust's vehicles.
- 49.34. Breach of the Acceptable Use of the Internet Policy and Mobile Device Policy.
- 49.35. Abandoning duty without notification.
- 49.36. Sleeping on duty.

## **50. Disciplinary Procedure**

- 50.1. The disciplinary procedure does not form part of your statement of main terms of employment.
- 50.2. The purpose of the disciplinary procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability, or other circumstances which may result in a disciplinary warning or dismissal.
- 50.3. Before considering a warning or dismissal, steps will be taken by the Trust to establish the facts.
- 50.4. In all cases, the Trust will first investigate all allegations of potential disciplinary offences to establish the facts before deciding whether to involve the formal Disciplinary Procedure.
- 50.5. In the event, after the initial investigation, the Trust determines it would not be appropriate to instigate the formal disciplinary process, the Trust reserves the right to issue a formal Management Guidance letter setting out any concerns and actions going forward. This will remain on the employee's personnel file for 12 months;
- 50.6. At any stage of the disciplinary procedure you may be suspended, on full pay, whilst investigations are carried out. This does not mean that you have been, or will be found guilty of any particular offence or act of misconduct. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness, the Trust will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Trust's policy and procedures.
- 50.7. If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.
- 50.8. If it is necessary for the Trust to take action under the disciplinary procedure you will be issued with a written statement setting out the nature of the conduct, capability or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the disciplinary procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.
- 50.9. It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Trust.
- 50.10. The Trust may issue a sanction in accordance with the disciplinary procedure, depending on the circumstances, at any of the following levels:

**First written warning**

- 50.11. A written warning will be issued and a copy placed in your personnel file for 12 months.

**Final written warning**

50.12. A final written warning will be issued and a copy placed in your personnel file for 12 months. In disciplinary cases concerning Safeguarding and / or Sexual Harassment, the warning will last indefinitely.

## **Dismissal**

50.13. Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

50.14. You will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the appeal procedure, which is outlined below.

## **51. Appeal Procedure**

51.1. The appeal procedure does not form part of your statement of main terms of employment.

51.2. If you wish to appeal against any disciplinary decision, you should apply in writing within ten working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

51.3. After the appeal meeting you will be informed of the final decision.

51.4. You should address your appeal to the person stated in your outcome letter.

51.5. You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

51.6. It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Trust.

## **52. Shortage of Work and Redundancy**

52.1. Every attempt will be made to ensure your continuing employment in the event that the Trust is faced with a shortage of work situation or is unable to provide you with work for any other reason. This could include temporarily placing you on short-time working or laying you off from work. In these circumstances, you will be paid for those hours worked, or in accordance with your contractual entitlement.

52.2. If the need arises to reduce the number of employees, the overriding consideration at all times will be the future viability of the Trust. The Trust will use such criteria as it considers appropriate to the circumstances at the time of redundancy.

## **53. Termination of Employment**

### **53.1. By You**

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

### **53.2. By The Trust**

You will be entitled to receive from the Trust the notice as is specified in your Statement.

#### **54. Gross Misconduct**

You may be summarily dismissed (i.e. without notice) if there has been an act of gross misconduct. Generally, this includes a fundamental breach of your Statement of Main Terms of Employment, conduct which brings the Trust into disrepute, or action which is inconsistent with the relationship required between employee and employer. Further examples are contained in the gross misconduct section of Policy and Procedures.

#### **55. Terminating Employment Without Giving Notice**

If you terminate your employment without giving or working the required period of notice, as indicated in your Statement, you may have an amount equal to the additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You may also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

#### **56. Notice During Probationary Period**

During a probationary period, your notice period may be different, so you should refer to your Statement for this information.

#### **57. When Dismissal Notice Takes Effect**

57.1. If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

57.1.1. Sent by email: the day after the email is sent.

57.1.2. Sent by recorded/special delivery: two days after letter sent.

57.1.3. Sent by first class: three days after letter sent.

#### **58. Retirement**

58.1. The Trust does not operate a formal retirement policy.

58.2. Should you wish to leave the Trust or retire you should approach your line Manager.

58.3. In such circumstances, the Trust has resolved to assist you in this process.

**Published: 14th June 2019**

