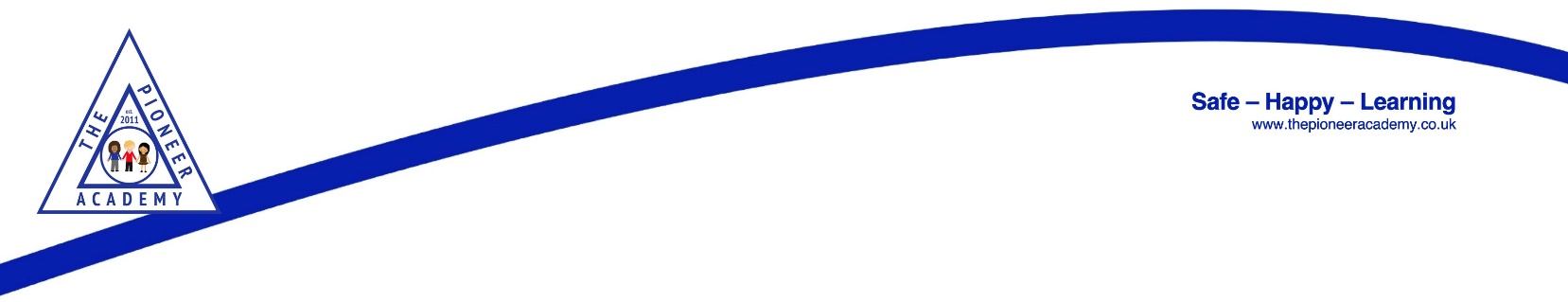
**Staff Attendance and Absence Policy**

Revised: April 2024

To be reviewed: April 2027

**Contents:**

[Statement of intent](#SOI)

[Legal framework](#_Legal_framework_1)

[Roles and responsibilities](#_[Updated]_Roles_and)

[Annual leave](#_[Updated]_Annual_leave)

[Leave of absence](#_Leave_of_absence)

[Entitlement to take time off to perform trade union representative duties](#_[__New])

[Sickness absence](#_Sickness_absence)

[Sick pay](#_[New]_Sick_pay)

[Returning to work](#_[New]_Returning_to)

[Persistent absence](#_Persistent_absence)

[Medical suspension and capability](#_[New]_Medical_suspension)

Strike action

[Monitoring and review](#_Monitoring_and_review)

**Appendices**

1. Teachers special leave
2. Support staff special leave
3. Return to work form

**Statement of intent**

The Pioneer Academy is committed to maintaining the health, safety and welfare of its staff. We seek to provide a positive and healthy working environment, and recognise the value of our employees’ work-life balance. Regular attendance at work is an integral part of each employee’s contract of employment; however, we recognise that employees will, on occasion, have genuine and acceptable reasons to be absent from work. On those occasions, we will aim to support an employee during the period of absence, with the aim of assisting their return to work at the earliest opportunity.

We also understand that holidays are precious time away from the regular stress of work, and strongly encourage staff to take annual leave, where leave is not covered by the school holidays. We also recognise that, on occasion, leave may need to be taken due to unforeseen circumstances, and we will try our utmost to accommodate the needs of our staff.

This policy outlines provisions to minimise staff absence levels across the trust, the trust duties regarding staff leave of absence, and the provisions for staff to follow when requesting leave, as well as information on how we support employees who are unable to attend work due to ill health. This policy also aims to provide a fair and consistent framework for managing attendance and informs all employees of their responsibilities regarding attendance at work.

In accordance with our obligations under the Equality Act 2010, we will make all reasonable efforts to allow employees with a disability that affects their attendance at work to continue their employment.

We are committed to ensuring that pay and conditions for all staff are fair and that any issues are resolved as soon as possible through honest negotiation. We recognise, however, that some unions and staff may feel that industrial action is necessary as a last resort. In such instances, the school will aim to settle disputes and follow the DfE’s expectation to take all reasonable steps to remain open and avoid disruption to pupils’ education. This policy outlines the school’s recognition of the rights of staff to take part in industrial action, including strikes, and the procedures we will follow to minimise disruption caused by this.

This policy is not contractual, and we may depart from its terms where reasonable and circumstances dictate.

# Legal framework

This policy has due regard to all relevant legislation and guidance including, but not limited to, the following:

* Trade Union and Labour Relations (Consolidation) Act 1992
* Employment Rights Act 1996
* The Working Time Regulations 1998
* Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999
* The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
* Equality Act 2010
* The Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018
* The Statutory Parental Bereavement Leave (General) Regulations 2020 (Jack’s Law)
* ACAS (2010) ‘Code of practice on time off for trade union duties and activities including guidance on time off for union learning representatives’
* Cabinet Office (2023) ‘Report trade union facility time data’
* DfE (2014) ‘Advice on trade union facility time’
* DfE (2021) ‘Teachers’ Standards’
* DfE (2023) ‘School teachers’ pay and conditions document 2023 and guidance on school teachers’ pay and conditions’ (STPCD)
* Department for Work and Pensions (2022) ‘The fit note: guidance for patients and employees’
* DfE (2016) ‘Handling strike action in schools’
* Trade Union Act 2016
* Health and Safety at Work etc. Act 1974

This policy operates in conjunction with the following school policies:

* Family Friendly Policy
* Disciplinary Policy and Procedure
* Records Management Policy
* Grievance Policy
* Emergency Plan
* Volunteer Policy
* Child Protection and Safeguarding Policy
* Pay Policy
* Concerns & Complaints Policy

# Roles and responsibilities

The trust board will be responsible for:

* Reviewing this policy and ensuring it is adhered to across the school.
* Ensuring that this policy is implemented fairly, consistently and in line with the board’s equality duties.

The School board will be responsible for:

* Providing guidance and support to the headteacher on the school’s response to planned strike action and staff grievances.
* Ensuring the school’s safeguarding, health and safety and safer recruitment systems and procedures continue to be observed during strike action.
* Where the headteacher is on strike, delegating their responsibilities to a suitable member of the SLT.

The Regional Directors will be responsible for:

* Signing off any special leave requested by the headteacher, e.g. bereavement leave.

The headteacher and Head of HR will be responsible for:

* Implementing this policy in line with their statutory duties.
* Informing all employees of attendance management procedures, including the conditions of the sick pay scheme.
* Recording all sickness absence upon notification.
* Monitoring and reviewing sickness absence across the school and trust.
* Deciding if a stage one absence hearing with an employee is appropriate when their sickness absence level has reached a trigger point.
* Maintaining reasonable contact with employees during a period of absence.
* Implementing a special leave reporting structure for staff.
* Delegating responsibilities to line managers to sign off annual leave in line with this policy.
* Taking all reasonable steps to ensure the school can remain open for as many pupils as possible.
* Conducting a risk assessment on the effect the strikes will have.
* Deciding whether the school can safely remain open or partially open and consulting with relevant parties, e.g. the Trust Board and School Board.
* Having regard to relevant trade union and health and safety legislation.
* Ensuring all appropriate school procedures are implemented, including the Emergency Plan where applicable.
* Determining the education that will be provided if the school will remain open or partially open, and organising alternative activities where appropriate.
* Directing staff, not on strike to undertake reasonable duties in line with their contract of employment and with regard to relevant legislation.

Line managers will be responsible for:

* Implementing this policy in line with their statutory duties.
* Briefing employees on the school’s sickness absence procedures.
* Meeting with employees on their return to work, regardless of the duration of any sickness absence.
* Ensuring employees are supported throughout their period of leave and being a point of contact for any queries or problems they may have.
* Managing and signing off annual leave requests.
* Recording all sickness absence on notification.

Staff will be responsible for:

* Attending work when fit to do so.
* Complying with the school’s notification of sickness absence procedures.
* Maintaining reasonable contact with the school and meeting with the school when required during periods of absence of four weeks or longer (“long-term sickness absence”).
* If requested to do so by the school, attending occupational health (and potentially other medical) appointments.
* Arranging annual leave during school holiday periods.
* Requesting special leave as soon as possible.
* Submitting annual leave requests to their line manager.
* Arranging leave for a convenient time, i.e. not in conflict with other relevant staff leave.
* Adhering to this policy at all times.
* Staff on strike will be responsible for:
  + Deciding if they will inform the school that they will be going on strike.
  + Deciding if they will set work for pupils on days that they will be on strike.
* Staff not on strike will be responsible for:
* Following all reasonable directions given by the headteacher and school policies and procedures.
* Reporting any issues, e.g. intimidation from other staff, to the headteacher.

# Annual leave

Specific annual leave arrangements are outlined in each staff member’s contract of employment. This section of this policy outlines the guidelines the school will follow in relation to annual leave; however, the school will refer to staff members’ individual contracts of employment when looking at their annual leave entitlement.

**Teacher annual leave**

Teachers will be required to be available for work for 195 days each of which 190 shall be days they may be required to teach pupils and 5 will be for other duties.

Teachers will not be permitted to request annual leave to take a holiday within term-time. Term-time leave will only be permissible in exceptional circumstances (see appendix 1).

**Support staff annual leave**

Entitlement to annual leave for support staff will be specified in their individual contracts of employment.

The provision for support staff employed on a term-time only basis is the same as for teaching staff above. The annual leave year for support staff runs from 1 September to 31 August. Support staff may not take annual leave when they are required to be in school for a specific purpose.

Line managers are responsible for approving annual leave for their respective support staff. Where support staff request leave during term-time, their request will be granted having given due regard to the exigencies of the service.

Staff may carry forward annual leave entitlement of up to 5 days, at the discretion of their line manager.

**Annual leave**

Entitlement to annual leave for support staff will be specified in their individual contracts of employment.

Employees with less than 5 years’ service are entitled to 29 days’ annual leave.

Employees with greater than 5 years’ service are entitled to 34 days’ annual leave.

For TTO employees, a pro-rata annual leave entitlement is included within the pay calculation as set out in the contract of employment. The statutory entitlement to annual leave coincides with periods of school closures and is, therefore, considered to be taken during this time.

Year-round employees will be expected to request to take leave two weeks in advance of the requested start date.

Year round employees are expected to take ten days of their annual leave to coincide with the Christmas break.

Annual leave will be expected to be taken during school holidays unless agreed in advance with the headteacher. There is no entitlement to take leave during term time.

Annual leave allocation runs from 1 September to 31 August. Year-round employees will be expected to use their leave within these dates.

In exceptional circumstances, where leave could not be used in full for legitimate reasons, the headteacher may agree to carry over a maximum of 5 days leave.

**Term-time only workers**

Holiday entitlement and pay for term-time only workers will be calculated by reference to the hours worked over a 52.142-week average, known as the calendar week method.

**Sabbatical leave**

Staff may request sabbatical leave from their line manager – leave will be granted based on the following considerations:

* Job role
* Number of years continuous service
* Performance standards to date
* Length of time requested

Staff requesting sabbatical leave must give at least three months’ advance notice. Staff who request sabbatical leave of absence will receive a response within two weeks of their request. Any rejected requests can be appealed to the regional director.

**Accruing annual leave during sick leave**

Employees will have the right to accrue annual leave during sickness and to take this upon return or carry forward the annual leave into the next leave year. The time an employee takes leave will be agreed by the staff member’s line manager in line with the needs of the school or trust.

Employees are entitled to 28 days (5.6 weeks) of statutory annual leave under the Working Time Regulations 1998; therefore, the entitlement to statutory annual leave can be offset by any periods of school closure, whether they occur before or after the period of sickness. Where there is insufficient school closure time to allow the statutory annual leave to be taken, the school will allow the employee to carry forward the leave to be taken in a school closure.

When an employee commences sick leave, the amount of leave an employee has had in the current leave year will be established by the amount of school closure periods that have already occurred during the leave year. If this exceeds the entitlement to statutory annual leave, there will be no further entitlement to leave.

# Leave of absence

The trust will comply with any statutory regulations regarding allowance of time off for employees. The trust recognises that there may be times when employees will need to take additional time away from work and will comply with this in line with their statutory duties.

Staff seeking to take leave of absence will be required to gain approval from the headteacher in advance, where possible. It is at the discretion of the headteacher to grant leave – any refusal will be reasonable and justified. Staff are able to appeal to the Regional Director if their request for leave has been rejected.

The procedures outlined in this policy will be reviewed regularly by the Head of HR to ensure they remain unbiased and fair for all staff.

See appendix 1 and 2 for examples of leave of absence which may be requested.

Retrospective leave may be requested in exceptional circumstances, e.g. a family emergency.

Maternity leave, paternity leave, adoption leave, parental leave and parental bereavement leave will be arranged in line with the Employment Rights Act 1996 and the trust’s Family Friendly Policy.

There may be situations where paid leave is not appropriate, and in this case unpaid leave or time off in lieu arrangements will be considered.

If an employee takes leave without permission from the school or trust, the leave will be considered unauthorised unpaid leave and may result in disciplinary action, including dismissal.

# Entitlement to take time off to perform trade union representative duties

The trust will follow the ACAS ‘Code of Practice on time off for trade union duties and activities including guidance on time off for union learning representatives’.

A **“trade union representative”** is an employee who has been elected or appointed in accordance with the rules of the independent union to be a representative of all or some of the union’s members in the school(s) where the union is recognised for collective bargaining purposes.

The entitlements below only apply to employees of the school.

Members of staff who are trade union representatives will be entitled to reasonable paid time off to perform their union duties and to undertake relevant training. Trade union representatives are also able to ask for unpaid time off work to undertake activities. Together, these arrangements constitute facility time.

**Paid time off**

For a union representative to be entitled to paid time off, the union must be:

* Independent.
* Officially recognised by the school’s employer.

Union representatives have the right to have paid time off to conduct a variety of activities, including the following:

* Negotiating pay, terms and conditions
* Helping union members with disciplinary or grievance procedures, including meetings to hear their cases
* Going with union members to meetings with their line manager to discuss flexible working requests
* Discussing issues that affect union members, such as redundancies

Where paid time off is granted, the staff member will be paid the amount they would have earned had they worked during the time off taken or, where the staff member’s earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do.

**Unpaid time off**

Union members and union representatives may also request reasonable unpaid time off during working hours to take part in union activities, such as:

* Meetings with union officials.
* Meetings of official policy-making bodies.
* Workplace meetings to discuss and vote on the outcome of negotiations with the employer.
* Voting in union elections.

Staff members will not be permitted to request time off for activities relating to lobbying for, planning or carrying out industrial action.

**Requests for time off**

Union members will give their line managers as much notice as possible when asking for time off. When requesting time off, union representatives will provide their line managers with the following information:

* The purpose of the time off
* Details of the date and time being requested
* The location of the activity taking place

Wherever possible, union representatives will be asked to ensure any time off they are requesting does not interfere with the normal functioning of the school.

When a staff member requests time off to conduct union representative activities, their line manager will discuss how much time can be taken off. The following questions will be considered by the staff member’s line manager:

* Can the school accommodate the amount of time requested, and ensure adequate cover for safety and the provision of educational services?
* Does the request contain the right information, and has enough advanced notice been given to provide cover arrangements where necessary?
* Does the request attract paid or unpaid time off?
* If the request cannot be accommodated, is there a reasonable alternative?

The staff member’s line manager will determine whether a request for time off is appropriate. Staff members will be able to raise any disputes regarding the outcome of requests will be dealt with in line with the school’s Grievance Policy.

**Facilities for union representatives**

The school will make the following office facilities available on the premises for union representatives when they are taking time off to conduct union activities:

* Meeting room
* Access to communication devices

These office facilities will not be permitted to be used for union activities which are only union-facing and/or which encourage or promote industrial action.

**Reporting arrangements**

Arrangements will be in place to ensure union representatives can account for the duties and activities they have carried out during facility time.

The trust will report the required information to the government on facility time, in line with the government guidance ‘[Report trade union facility time data’](https://www.gov.uk/guidance/report-trade-union-facility-time-data).

# Sickness absence

The school may make appropriate arrangements to minimise the impact of sickness absence, including arranging supply cover or longer-term arrangements in the event that an employee is absent for a longer period of time. Any leave granted, whether paid or unpaid, will be subject to the availability of staff to cover the employee’s period of absence.

The school expects staff to report absence using the procedures contained in their Staff Handbook.

Failure to follow the process within the Staff Handbook could result in sick pay being withheld or the absence being treated as unauthorised.

The school will accept fit notes that are handwritten or computer generated as a printed out or digital copy. The school will only accept fit notes that include the issuer’s name or signature, profession, and the address of the medical practice.

The school will accept fit notes from the following healthcare professionals that deliver NHS services:

* Doctors
* Nurses
* Occupational therapists
* Pharmacists
* Physiotherapists

**Headteacher sickness absence**

In the case of headteacher sickness absence, the absence management procedure will be managed by the regional director.

**Long-term sickness absence**

Where a staff member is or is reasonably expected to be absent from work for four weeks or more, including any period of holiday, or where the staff member has been unable to sustain regular and efficient attendance due to a long-term condition, they will fall within the scope of the long-term sickness absence management procedure.

The school will maintain regular and supportive contact with the staff member, which may include:

* Regular review meetings to discuss their continuing absence.
* When they may be able to return to work.
* Any reasonable adjustments that the school may be able to make to assist them in returning to work.

It is a contractual requirement that the employee cooperate with the school during such period of absence.

**Occupational health**

The school will refer staff to an occupational health advisor where necessary. The advisor will outline:

* When the staff member will be able to return to their role.
* The staff member’s ability to carry out their role.
* Whether any adjustments or modifications will be made to assist the staff member in carrying out their role.
* Whether the staff member is, or will soon be, unable to carry out their role or alternative duties within the school.
* Whether any adjustments or modifications could be made to assist the employee in carrying out such alternative duties.

The school will consider appropriate support options, including reasonable adjustments or phased returns to work.

For employees experiencing a psychological illness, e.g. stress, anxiety or depression, or a musculoskeletal complaint, e.g. a neck, shoulder or back condition, an immediate referral to occupational health will be made.

**Ill-health retirement**

Staff who are contributing to the Local Pensions or Teachers’ Pensions (TP) will be considered for ill-health retirement where applicable.

# Sick pay

The Trust does not recognise the Modification Order for sickness entitlement, annual leave entitlement, or maternity entitlement. This is only relevant for new starters to the Trust from September 2019 and will therefore not affect any existing employees at the School.

If the school is concerned that the reason given for staff absence is not genuine, it may commence action under the school’s Disciplinary Policy and Procedure. The school reserves the right to withhold sick pay in circumstances which are described in the relevant paragraphs of the conditions of service for teachers and support staff.

Staff who are absent from work on sickness absence must not participate in any other form of work, paid or unpaid, during or outside of their normal working hours without the prior written authorisation of trust. Staff will notify the trust if they are undertaking therapeutic work whilst off sick and will consult with the trust’s occupational health service as to the advisability of such activity. If staff are found to be carrying out other work within their contracted hours at the school, sick pay may be withheld.

Time off for surgery that is not for medical reasons will ordinarily not be paid by the school.

**Statutory sick pay (SSP)**

In order to qualify for statutory sick pay (SSP), staff must:

* Be sick for at least four or more days in a row, including weekends and bank holidays, as SSP is not payable for the first three days of any period of absence; and
* Earn an average of no less than the Lower Earnings Limit for National Insurance Contributions (NIC).

SSP is paid by the school for up to a maximum of 28 weeks.

**Occupational sick pay (OSP)**

The entitlement to sickness allowance is based on service with the Trust as follows:

|  |  |  |
| --- | --- | --- |
|  | Teaching staff | Support staff |
| During 1st year of service | 25 days full pay and (after completing 4 calendar months service) 50 days half pay | 1 month’s full pay and (after completing 4 months’ service) 2 month’s half pay |
| During 2nd year of service | 50 days’ full pay and 50 days’ half pay | 2 months’ full pay and 2 months’ half pay |
| During 3rd year of service | 75 days’ full pay and 75 days’ half-pay | 4 months’ full pay and 4 months’ half pay |
| During 4th & 5th year of service | 100 days’ full pay and 100 days’ half pay | 5 months’ full pay and 5 months’ half pay |
| After 5 years’ service | 100 days’ full pay and 100 days’ half pay | 6 months’ full pay and 6 months’ half pay |

In the case of prolonged absence, at the request of the Headteacher, consideration will be given by the Trust to a possible extension of paid sick leave for employees. Extensions to sick leave will not normally exceed the following limits:

* 1st year of service and up to 9 years - No extension of sick pay allowances - normal sickness pay entitlement to apply.
* 10 to 14 years' service - 6 months/26 weeks full pay plus 7 months/30 weeks half pay.
* 15 to 19 years' service - 6 months/26 weeks full pay plus 8 months/34 weeks half pay.
* After 20 years' service - 6 months/26 weeks full pay plus extension at full pay instead of half pay for a period of up to 6 months.

In exceptional circumstances, and at the discretion of the CEO, the occupational sick pay may be extended at full pay instead of half pay for a period of up to 6 months.

# Returning to work

Where a healthcare professional advises a staff member that they are not fit for work, the healthcare professional will state the period for which this will be the case and whether they will need to assess the staff member again. If the healthcare professional has not stated that they need to assess the staff member again, the school will ordinarily assume that the employee will return to work on expiry of the fit note.

The school may ask the staff member to seek further advice from their healthcare professional regarding a return to work or to seek advice from an occupational health advisor before the employee is allowed to return to work. Staff will attend any additional appointments as reasonably instructed by the school.

During any additional period of assessment, the staff member will remain entitled to sick pay in accordance with the SSP or the employee’s terms and conditions of service.

Staff will take on board any advice given by their doctor on how to return to work. Advice may include:

* A phased return to work.
* Flexible working.
* Amended duties.
* Workplace adaptations.

The school will consider any recommendations made by the staff member’s doctor and implement additional measures to support the staff member’s return to work where possible.

On their return to work, staff will contact their line manager and complete a sickness notification form as directed (appendix 3).

Following a period of sickness absence, staff will be required to attend a return to work interview with their line manager on the first day of their return. The interview will:

* Welcome the staff member back to work.
* Inform the staff member of any changes during their absence.
* Seek assurance that the staff member is well enough to be at work.
* Establish if the staff member requires any additional support.
* Assess whether the staff member needs to be referred to occupational health.

During the interview, staff will be made aware of the following:

* Whether their absence may lead to a stage one absence meeting
* Any support the school will offer to avoid a stage one absence meeting
* Whether they have surpassed the trigger points for a stage one absence meeting and the implications of this, e.g. being invited to an absence meeting

If a staff member has already received an official warning over their attendance, they may be invited to a stage two or three absence meeting.

A record of a return to work interview will be signed by both the staff member and their line manager, and a copy will be kept and stored securely in line with the Records Management Policy.

**Redeployment of staff**

Staff who are fit to return to work, but not in their original role, will be transferred into an alternative role which they are able to undertake with or without reasonable adjustments or training.

If there is no suitable alternative post in their school, staff may be redeployed within the trust. It will be the decision of the board of trustees as to whether a school employee will be redeployed.

# 

# Persistent absence

If a staff member is persistently absent and their attendance levels have not improved to a satisfactory level following informal action through the return to work interviews, and having taken into consideration the trigger points, their line manager may choose to obtain medical advice from occupational health if appropriate, or may proceed to a stage one absence meeting.

Where there is a history of formal absence warnings that result in a successful monitoring period which is then immediately followed by further absences, the school may not recommence the informal attendance monitoring process but move instead to the next stage in the formal procedure.

All sickness absence hearings relating to the headteacher’s sickness absence will be conducted by a regional director and any subsequent appeal will be held by an alternative member of the trust at the same level of above.

**Trigger points**

Absence meeting procedures will commence if a member of staff reaches the following trigger points:

* Has met or exceeded the annual target of 5 days or more sickness absence over a 12-month rolling period
* Sickness absences on five or more separate occasions in a 12-month rolling period
* Is otherwise of concern, eg. the absence is causing ongoing impact to the school or there is a trend of absences occurring on particular days of the week

**Stage one absence meeting**

If a staff member’s sickness absence levels have not improved despite being addressed in their return to work meetings, and the employee has reached the trigger points, the line manager will invite the staff member to a stage one absence meeting. The staff member’s line manager will provide at least seven calendar days’ notice, in writing, of the stage one absence meeting. They will communicate the following to the staff member:

* The time, date and place of the meeting
* The reason for the meeting
* Any evidence to be discussed at the meeting
* The staff member’s right to be accompanied by a trade union representative or work colleague not involved in the case

The line manager will prepare for the meeting by ensuring that they have identified the employee’s sickness absence levels and the support that has been provided via the return to work meetings. Any medical evidence or documentation that the staff member wishes the line manager to consider will be submitted prior to the meeting.

In the stage one absence meeting the line manager will:

* Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
* Listen to reasons and respond appropriately.
* Consider whether to refer the case to occupational health if they have not already done so.
* State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
* Identify any support required.

The potential outcomes of this meeting include:

* Giving the staff member a stage one warning, to remain on file for 12 months, and explaining that continued failure to improve attendance to the specified level may lead to a stage two absence meeting, which could lead to the staff member’s employment being put at risk.
* An extension of informal monitoring.
* No further action.

**Stage two absence meeting**

If the staff member’s attendance drops below the required level within the set monitoring period, their line manager will ask the employee to attend a stage two absence meeting. The line manager will provide at least seven calendar working days’ notice of the stage two absence meeting in writing.

They will communicate the following to the staff member:

* The time, date and place of the meeting
* The reason for the meeting
* Any evidence to be discussed at the meeting
* The staff member’s right to be accompanied by a trade union representative or work colleague not involved in the case

In the stage two absence meeting, the line manager will:

* Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
* Listen to reasons and respond appropriately.
* Consider whether to refer the case to occupational health if they have not already done so.
* State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
* Identify any support required.

The potential outcomes of this meeting include:

* Give the employee a stage two warning, to remain on file for 18 months, and explaining that continued failure to improve attendance to the specified level will lead to a stage three absence hearing which could result in dismissal.
* An extension of monitoring and support within stage one of the formal process.
* No further action.

The staff member’s line manager will fully record the details of the meeting and send a letter to the staff member confirming the details of this meeting.

If at any stage a staff member has reached a level of improvement acceptable to the school, monitoring will revert back to informal arrangements.

**Stage three absence hearing**

If the employee’s attendance drops below the required level within the set monitoring period, their line manager will ask the staff member to attend a stage three absence meeting. The line manager will provide at least seven calendar working days’ notice of the stage three absence meeting in writing.

The notice will include:

* The purpose of the hearing.
* Details of the employee’s attendance.
* The stage reached in the procedure.
* When and where the hearing will be conducted.
* The right to be accompanied by a trade union representative or work colleague not involved in the case.
* The requirement for the employee to provide, in at least two working days before the hearing, all documents that they intend to present at the hearing.

The stage three absence meeting will be conducted by the headteacher or regional director. Any medical evidence or documentation that the staff member wishes the headteacher or regional director to consider will be submitted at least two working days prior to the hearing.

The purpose of the stage three absence meeting will be to consider whether the staff member is capable of continuing employment with the school in the light of their health, their attendance and their ability to perform the role with reasonable effectiveness. The meeting will also consider whether the school can reasonably sustain the staff member’s level of attendance.

The potential outcomes of this meeting include the following:

* An extension of monitoring and support within stage two of the formal process
* If the headteacher decides that the staff member’s attendance is not acceptable and is unlikely to improve to an acceptable level, the employee may be dismissed with notice on the grounds of failure to sustain required levels of attendance

Prior to a decision to dismiss, consideration will be given to any alternative working arrangements or roles with the school. If the school decides to terminate the staff member’s employment on the grounds of the above, the employee will be informed of the school’s decision to dismiss in writing and the employee will be advised of their right of appeal.

**Appeals**

Any appeal arising as a result of a warning or dismissal will be made in writing to the Business Manager within seven calendar days of receiving the outcome of the hearing.

If the staff member submits an appeal, they will be invited to an appeal hearing where their case will be heard by a more senior manager. The outcome of the appeal hearing will be confirmed in writing to the employee. There is no further level of appeal.

# 

# Medical suspension and capability

There are a number of circumstances where the school may medically suspend an employee. Reasons for such a decision include consideration for the protection of the person’s own health, as well as the health and welfare of other staff and pupils who may be put at risk by the medical condition of an employee. Occupational health may recommend medical suspension to management.

A referral to LADO may be recommended in cases where a staff member is suffering from or has suffered from suicidal thoughts. The school will undertake a full risk assessment on the risks posed to the employee or others before deciding on whether the employee is fit to be in work.

If, following advice from occupational health, it appears that the employee is likely to be unable to return to their role or to provide regular and efficient attendance within a reasonable period of time, the employee will be invited to attend a medical capability hearing.

Prior to a medical capability hearing, a preliminary meeting will be arranged in order to discuss the following:

* The history of the employee’s absence, including the number of absences or duration of absences
* Any reasonable adjustments that have been made or considered
* If and when the employee may be able to return to work or to provide regular and efficient service
* Any redeployment options that have been considered within the school
* Up-to-date medical advice

The employee has the right to be accompanied at this meeting by a trade union representative or work colleague.

If, following the preliminary meeting, the staff member’s line manager remains of the opinion that the employee is not able to return to work within a reasonable period of time and that their absence cannot be sustained or that the employee will not be able to provide regular and efficient service in accordance with their contract of employment, the employee will be invited to attend a medical capability hearing.

**Medical capability hearing**

The purpose of the medical capability hearing is to consider the viability of the employee’s continuing employment. The employee will be given written notification of the meeting giving seven calendar days’ notice.

The medical capability hearing will be conducted by the headteacher. The headteacher will consider dismissal on the grounds of medical capability where having considered any medical advice and any representations by the employee the headteacher reasonably believes that:

* The employee is permanently unfit to work.
* They are unable to reasonably determine when the employee will be able to return to work or to provide regular and efficient service.
* The employee is unlikely to be able to provide regular and efficient service.

In the event that an employee has failed to attend appointments with occupational health and, therefore, there is no medical evidence to consider, the headteacher may make a decision based on the information at the hearing. Where an employee fails to attend the hearing, it may go ahead in their absence.

The employee has the right to be accompanied at the medical capability hearing by a colleague or a trade union representative.

Any documentation that the employee wishes the headteacher to consider should be submitted at least two working days prior to the hearing. In certain situations where medical evidence from an employee is in conflict with the medical evidence from occupational health, the school will decide to obtain a further medical report or may prefer either report.

If the headteacher decides to terminate the employee’s employment on the grounds of medical capability, the employee will be informed, in writing, of the decision to dismiss and their right of appeal.

**Appeals against medical capability decisions**

Any appeal arising as a result of a medical capability dismissal will be made in writing to the school within 10 working days of receipt of the outcome of the hearing.

If the member of staff submits an appeal, they will be invited to an appeal hearing where their case will be heard by a more senior manager. The employee and the school may provide additional medical information for consideration at the appeal hearing.

The outcome of the appeal hearing will be confirmed in writing to the employee. There is no further level of appeal.

# Strike Action

# Negotiation

The school will aim to hold open and genuine negotiations with staff and trade union representatives wherever possible. The headteacher and line managers will receive training which covers handling staff grievances, including where industrial action is planned or discussed.

Grievances will aim to be resolved fairly as soon as possible. The school will consider the conciliation and arbitration services offered [ACAS](https://www.acas.org.uk/dispute-resolution) to facilitate talks if it believes this will be helpful.

Where strike action is believed to be unlawful, the school will consider applying to the court for an injunction to prevent it from taking place.

# 

# Partial performance

Partial performance is where staff take action short of a strike and refuse to carry out part of their contractual work. Where partial performance is planned, the headteacher will decide whether to accept or refuse this in line with the following:

* If partial performance is accepted, staff will be paid for the work that they do.
* If partial performance is refused, staff will be informed that they should only attend school if they will fulfil all contractual duties and that the school does not have to pay them unless they do so.

Where partial performance is refused, it will be made clear to staff that if they attend school, they will be expected to complete all their contractual obligations – if not, any work will be done on a voluntary basis and does not need to be remunerated. The headteacher will ensure that the school’s position is clear on whether or not partial performance is accepted, and implied acceptance, e.g. where line managers continue to issue instructions, will be avoided.

Where the school is unsure if the partial performance would expressly represent a breach of contract, it will seek legal advice as appropriate.

# 

# Closing or partially closing the school

The seven-day notice period before a strike commences will be used by the school to determine if it needs to close or partially close. The headteacher will take all reasonable steps to keep the school open for as many pupils as possible.

The headteacher will undertake a risk assessment which considers the impact of the planned action to determine whether the school can safely open to some or all pupils. The headteacher will consult with relevant parties, including the Trust Board and School Board. Consideration will include whether procedures can remain effective regarding:

* Health and safety, including:
* Fire safety
* First-aid
* Evacuation and emergency plans
* Safeguarding and child protection
* SEND provision
* Staff workload

The school will respect the entitlement of unions represented at the school to see the risk assessment.

The school only has an obligation to be informed of the number of staff that will be on strike and will respect the right of individual staff to not disclose if they will be taking part in strike action; however, the headteacher will politely request this information in order to be able to make an informed decision and will not pressure staff for an answer.

The parents will be notified as soon as possible once a decision is made on the school’s ability to remain open.

Statutory minimum staffing ratio requirements and class size restrictions will continue to apply during strike action.

The headteacher will speak to the trust board to consider how resources, including staff, can be pooled to maximise the ability to remain open for as many pupils as possible.

# 

# Covering staff on strike

Non-union staff and staff not taking part in strike action will be asked to undertake their regular duties or cover work during a strike, provided this is covered by their employment contracts and does not discriminate against any other staff member directly or indirectly. The school will respect the right of teaching staff not on strike employed under the STPCD to refuse to provide cover for other teaching staff.

Support staff will be used to provide cover supervision and oversee any alternative activities organised. The headteacher will consider asking support staff to undertake ‘specified work’ if they have the skills required, subject to the direction and supervision of a qualified teacher.

The hiring of new staff on a fixed-term basis will be considered to help cover the duties of staff on strike. New staff will be issued with a fixed-term contract setting out the length of the employment. Safeguarding procedures for recruitment will be followed for all new staff employed to cover strikes in line with the Safer Recruitment Policy.

The headteacher will decide if it is appropriate to consider hiring agency staff to fill staff shortages in order to keep the school open or partially open.

# 

# Exemptions

The headteacher will consider the DfE’s advice to seek exemptions from strike action with the relevant trade unions to avoid disruption to essential services, e.g. school road safety officers and crossing patrols.

Where staff could face long-term financial loss for taking part in strikes, the headteacher will also consider seeking an exemption with relevant trade unions. This includes:

* Pregnant staff who have notified the school of their maternity leave dates
* Staff in their final year of service who are in the pension scheme
* Staff whose state benefits could be affected by involvement in strike action

# The curriculum and alternative activities

The school recognises it is not legally required to deliver the curriculum on strike days. Where the school remains open or partially open, it will aim to deliver education as normal, but will consider alternative activities if this is the best means to remain open to as many pupils as possible.

Activities will be considered that allow for effective supervision of pupils with fewer staff, e.g. engaging an external provider for performances and workshops in the assembly hall, whole-school sports coaching sessions.

Classes will be combined where appropriate to allow for suitable supervision with fewer members of staff available.

# 

# Pay deductions

Once the school is informed of planned strike action, it will communicate clearly to staff its intended pay deductions for those who take part.

The school will deduct the pay of staff on strike if they were scheduled to be working that day by no more than one fifth of weekly pay for a day’s strike action, i.e. what they would have earned during the strike.

For teachers, deductions of salary for unauthorised absence due to strike action will be calculated at a daily or part-daily rate based on the day’s salary being a 1/365th of a year for each day of the period of absence.

Where the school has to close due to strike action, staff who had informed the headteacher in in advance that they would not be taking part in strike action will be paid as normal.

# 

# Disciplinary action and dismissals

All staff will be made aware that taking part in strike action is a breach of contract. A written warning will precede the initiation of any disciplinary action against an individual staff member.

Dismissal will only ever be considered as a last resort. The school will consider the risk of tribunal claims and damage to relations with other staff and unions before dismissing any staff member. The school will avoid the following actions:

* Dismissing a member of staff within the first 12 weeks of lawful industrial action for their involvement
* Dismissing some staff for involvement in action, but not others
* Dismissing all staff and re-hiring only some members

Any instances or allegations of staff misconduct relating to the strike action, e.g. bullying or intimidating other staff members, will be handled in line with the school’s Disciplinary Policy and Procedure.

# Continuous employment and length of service

Continuous employment will be unaffected by industrial action when the staff member returns to work once the strikes conclude. Terms and conditions of employment will continue to apply and be observed during and after any strike action.

Staff will be made aware that days on strike will not count towards total length of service and may affect redundancy pay and pensions.

# Picket lines

The school will recognise and not interfere with the right of staff on strike and their union representatives to picket outside the school during strikes, and to communicate information and peacefully seek to persuade other staff to not work.

The school will raise any concerns about a picket line being unlawful with the relevant trade union representative. Concerns will be raised where:

* Staff not on strike and people not employed at the school join a picket.
* More than six people are in a picket.
* Members of the picket are not acting peacefully

If discussion with the trade union representative does not resolve instances of unlawful picketing, the school will consider applying to the court for an order preventing, or stopping, the unlawful picketing or its organisation.

The police will be contacted where criminal activity is suspected by members of the picket line, e.g. intimidating other staff, causing damage to property.

Pupils will not be allowed to participate in picket lines.

# 

# Pupil attendance

Where the school remains open to all pupils, it will communicate clearly to all parents that attendance of pupils is required. Where the school is partially open, it will communicate clearly to all parents which pupils are required to attend and which are not.

The attendance code Y will be used on days where the school is closed due to strikes. Regular attendance codes will be used where the school is open to all pupils. Where the school is partially open, regular attendances codes will be used for pupils required to attend, and code Y for those who are not.

# Parent complaints

Parents do not have an express right to receive financial compensation if they are affected by a lawful strike at the school. Complaints from parents will be handled in line with the school’s Concerns & Complaints Policy.

# Monitoring and review

Any changes to this policy will be communicated to all staff and relevant stakeholders.

Appendix 1

**Special Leave of Absence – Teaching Staff**

Any leave granted to a teacher during term time is regarded as special leave. The following schedule together with the notes, which follow, indicates the circumstances in which, subject to prior approval in each case, a teacher will be allowed special leave.

Requests for special leave shall not be unreasonably refused by the Head teacher or Trust. In addition to the reasons for absence and the scale of leave listed, the Head teacher has authority to grant up to 5 days' leave of absence with pay in order to meet urgent situations and the Trust may grant leave of absence, with or without pay, at its discretion.

Throughout this section the word "day" means one of the 195 days on which teachers are required to be available for work.

|  |  |
| --- | --- |
| **REASON FOR ABSENCE** | **SCALE OF LEAVE** |
| Serious illness of member of immediate family | Up to 2 days with pay (see note 1) |
| Death of member of immediate family | Up to 5 days with pay (see note 1) |
| Funeral of member of immediate family | 1 day with pay (see note 1) |
| Removal of home | 1 day with pay per school year |
| Wedding of self | 1 day without pay per school year |
| Wedding of member of family | 1 day without pay per school year |
| To accompany spouse on holiday | If unavoidable, up to 10 days without pay per school year |
| Service as Justice of the Peace, or as a member of a public body (including county, borough or district councils) | Up to 10 days with pay less claimable expenses per school year (see note 2) |
| Candidate for European, parliamentary or any local election | 2 days without pay per academic year |
| Parental Leave  *(statutory entitlement)* | See Family Friendly Policies |
| Attendance at interviews for other posts | Absence with pay as necessary plus up to 2 days with pay for travel if necessary |
| Attendance at approved courses and for examinations | Up to 6 weeks with pay for approved courses |
| Attendance at meetings of examiners for approved examinations | Assistant examiners and moderators up to 5 days per school year  Chief examiners and moderators up to 10 days per school year |
| Jury and witness service | As required by the courts with pay less claimable expenses (see note 2) |
| Service in non-regular forces | As necessary if attendance obligatory (see note 3) |
| Official and formal Trade Union activity | Reasonable time off (See note 4) |

**Notes**:

* "Immediate family" includes husband, wife or other person whom the teacher considers as his or her partner, father, mother, child, brother, sister. At the discretion of the Head teacher/Head of School the term "immediate family" may be extended to include another relative or a close friend.
* A teacher serving as a juror, or Justice of the Peace, shall claim the allowance for loss of earning to which he or she is entitled. The Trust will deduct from the teacher's full pay an amount equal to the allowance receivable.
* Where a teacher is absent from school because he or she is involved with activities associated with non-regular forces, the Trust will deduct from the teacher's full pay an amount equal to the pay received during the period of absence.
* Trade Union duties - The Employment Rights Act 1996 (Sections 47 and 61-63 inclusive) provides for trade union representatives to take reasonable time off, with pay, for the purposes of carrying out duties concerned with industrial relations between employer and employees, and to undergo relevant training. The ACAS Code of Practice gives guidance as to what is "reasonable" in relation to time off, and it is the policy of the Trust to have regard to the provisions of both the Act and the Code when considering requests by professional association representatives for time off to carry out their duties.

Appendix 2

**Special Leave of Absence – Support Staff**

Any leave granted to a member of staff during term time is regarded as special leave. This will also apply to those support staff who are contracted to work during school closure periods and request time off outside of normal annual leave arrangements. The following schedule together with the notes, which follow, indicates the circumstances in which, subject to prior approval in each case, a member of staff will be allowed special leave.

Requests for special leave shall not be unreasonably refused by the Head teacher or Trust. In addition to the reasons for absence and the scale of leave listed, the Head teacher has authority to grant up to 5 days' leave of absence with pay in order to meet urgent situations and the Trust may grant leave of absence, with or without pay, at its discretion.

Throughout this section the word "day" means one of the normal days on which a member of staff is required to be available for work.

|  |  |
| --- | --- |
| **REASON FOR ABSENCE** | **SCALE OF LEAVE** |
| Serious illness of member of immediate family (if supported by medical certificate including partner or child). | Up to 2 days with pay.  See Note 1 below |
| Death/funeral of a member of immediate family [Head teacher/Head of School has a discretion to include a resident relative or close friend]. | Up to 2 days with pay for death and another 1 day with pay for a funeral - up to a total of 5 days with pay at discretion of the Trust. |
| Dependants. (Time off shall be given to deal with family emergencies or domestic incidents where a dependant relies on the employee's assistance | Reasonable unpaid time off. Where possible, managers should continue to vary working arrangements with the agreement of the employee to deal with family and domestic incidents. |
| Removal of home. | Newly recruited staff who have had to move house - 2 days with pay. |
| Service as JP or member of a public body | Up to 17 days with pay per annum. Also paid leave for newly appointed JPs for full initial training period. |
| Candidate for European, national or local elections. | 2 days with pay. Additional unpaid leave at discretion of Head teacher/Head of School. |
| Attendance for interview for posts | As necessary without pay. |
| Service in non-regular Forces | As necessary in accordance with service conditions. |
| Attendance at approved courses for examination and pre-examination study. | Day of examination with pay. Additional ½ day per paper with pay for first and second attempts only. |
| Attendance at meetings of examiners for approved examinations. | Up to 5 days with pay. |
| In addition to the above, and where teaching and learning will not be adversely effected, Trusts are authorised to grant periods of unpaid leave of up to 30 days in a year, e.g. for attendance to celebrate religious and/or belief festivals or for religion or belief observance and disability related absences. | |
| **Pension Implications**  Where an employee is in the Local Government Pension Scheme, employee contributions must continue during periods of unpaid leave up to a maximum of 30 days In financial year. These deductions will be made automatically, usually by adjustments to pay following return to work. After 30 days, the employee will have the option to continue contributions. | |

**Notes:**

* "Immediate family" includes husband, wife or other person whom the employee considers as his or her partner, father, mother, child, brother, sister. At the discretion of the Head teacher/Head of School the term "immediate family" may be extended to include another relative or a close friend.
* An employee serving as a juror, or Justice of the Peace, shall claim the allowance for loss of earning to which he or she is entitled. The Trust will deduct from the employee’s full pay an amount equal to the allowance receivable.
* Where an employee is absent from school because he or she is involved with activities associated with non-regular forces, the Trust will deduct from their full pay an amount equal to the pay received during the period of absence.
* Trade Union duties - The Employment Rights Act 1996 (Sections 47 and 61-63 inclusive) provides for trade union representatives to take reasonable time off, with pay, for the purposes of carrying out duties concerned with industrial relations between employer and employees, and to undergo relevant training. The ACAS Code of Practice gives guidance as to what is "reasonable" in relation to time off, and it is the policy of the Trust to have regard to the provisions of both the Act and the Code when considering requests by professional association representatives for time off to carry out their duties.

Appendix 3

**SICKNESS ABSENCE RECORD FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SELF CERTIFICATION – FOR COMPLETION BY EMPLOYEE**  This information will be used for the purposes of monitoring your record of attendance, administering contractual and statutory sick pay and making decisions within the context of the Schools’ Council's Sickness Absence Management Procedure. | | | | |
| Employee name: | | Employee Number: | | |
| Department: | | First Date of Sickness: | | |
| Last date of sickness: | | Date returned to work: | | |
| Total number of days absent or : | | Total number of working hours lost: | | |
| Please explain the reason for absence: *Please do not use the words sick or sickness* | | | | |
| Did you see a doctor about this absence?  YES/NO | | Medical certificates attached?  YES/NO | | |
| Was absence due to an injury at work?  YES/ NO | | Has an accident form been completed?  YES/NO | | |
| Do you have a disability?  YES/NO | | If so, was the absence related to your disability? YES/NO | | |
| **RETURN TO WORK INTERVIEW RECORD - FOR COMPLETION BY LINE MANAGER** | | | | |
| Date: | | | Time: | |
| No. of working days/hours lost in last 12 months: | No. of spells of sickness in last 12 months: | | | Has a trigger point been reached? YES/NO |
| Please briefly summarise the discussion:  I confirm the above notes represent an accurate record of the issues discussed.  I have reviewed the employees sickness record with them and agreed the following actions:  🞏 No action required at this time 🞏 OH referral to be arranged 🞏 Formal review to be arranged | | | | |
| Line Manager's Signature: | | | Date: | |
| **RETURN TO WORK INTERVIEW RECORD - FOR COMPLETION BY EMPLOYEE** | | | | |
| I confirm that the information above is accurate and the notes reflect the issues discussed. In addition, I wish to comment as follows: | | | | |
| Employee's Signature: | | | Date: | |