



Barnet Education Arts Trust

Staff Handbook

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Dollis Primary School Pursley Road London NW7 2BU

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1. Introduction

Welcome to Barnet Education Arts Trust's Staff Handbook

Our aim in producing this document (Staff Handbook) is to create a one-stop information point where you will be able to access the information you are likely to need in relation to your employment with us.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of BEAT.

This Staff Handbook applies to all employees of Beat. Also, certain policies will apply, and act as guidance to temporary and contract workers. The Staff Handbook is made available to all employees both when they join and on an on-going basis, and, where applicable, to temporary and contract workers. All employees are required to confirm in writing that they have read and understood and will abide by the policies and procedures herein at all times.

Some policies within or referenced within the Staff Handbook will form part of an employee's terms and conditions of employment. All other policies do not form part of any employee's contract of employment. If there are any differences between an employee's terms and conditions of employment and the Staff Handbook, their terms and conditions of employment, and any written amendments thereto, will take precedence.

All relevant staff policies are available to view on the secured BEAT website. You should consult your line manager on how to access these policies. All public policies are on our website policy page https://beatrust.org.uk/about-us/policies/

Failure to comply with policies within or referenced within the Staff Handbook may result in disciplinary proceedings up to and including summary dismissal.

The Staff Handbook will be reviewed periodically and may be amended without notice.

Any questions or clarification required regarding the Staff Handbook should be referred to the CEO (Sharon Broughall).

Further information, including all relevant policies and procedures, can be found in the staff resource area on the BEAT website www.beatrust.org.uk.

I hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact your line manager who will certainly be able to find an answer for you

Sharon Broughall Chief Executive

2. Starting with BEAT

2.1. About BEAT

BEAT is the main provider of music education for young people in Barnet and leads Barnet Music Hub.

We do this by offering all the core roles as set out by the New Music Plan for Education, plus a wealth of extension roles. We have a robust ensemble provision through our 3 music academies in Mill Hill, Hendon and East Barnet, where we offer progressive routes right from our 'Foundation Stage' (aged 3+) right through to A Level Music, taught through the BEAT Satellite Partnership.

We currently have over 100 staff on our books, some are on contract whilst others are self-employed.

You can get more information on our website at <u>https://www.beatrust.org.uk</u>.

2.2. Your Induction

BEAT believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the Induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us.

2.3. Statement on Your Employment Contract

As an employee of BEAT you will have received a contract which contains the terms and conditions of your employment with BEAT.

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through the staff resource page on our website or through your line manager. This handbook also summarises the main terms of your employment.

BEAT reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

2.4. Our Relocation Policy (Admin Staff Only)

Assistance with relocation expenses will be granted if we are satisfied that your relocation is required in order for you to undertake the duties of the post for which you have been employed. Eligibility and any sums paid are purely at the discretion of the Chief Executive, and this is not a contractual right.

You will be required to sign a written undertaking to repay all or some of the expenses reimbursed if you leave within 24 months of receipt of these expenses.

2.5. Probation Periods

All new staff are subject to a probationary period of 6 months. Your appointment will be confirmed on satisfactory completion of the 6-month period. During this probationary period, you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

2.6. Your Attendance at Work

BEAT values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

2.6.1. Sickness Payments (Staff With Regular Contracts Only)

You must notify your line manager as soon as possible on the day in question if you are unable through illness or injury to attend work. If you are absent for up to seven calendar days, you must complete a self-certification form. If you are absent into an eighth continuous day of absence, you must provide a statement of fitness for work from a registered medical practitioner, stating the reason for your absence and how long you are advised to refrain from work. Continued absence must similarly be covered.

Your entitlement to sickness payment in respect of any sick leave year (deemed to begin on 1st September and end on 31st August) will be in accordance with the information below, and full details of the sick pay provisions and notification requirements are available from BEAT. Sick pay is inclusive of statutory sick pay (SSP).

Occupational sick pay is dependent upon continuous service as follows:				
During first year	1 month's full pay and, after completing 4 months' service, 2 months' half pay			
During second year	2 months' full pay, 2 months' half pay			
During third year	4 months' full pay, 4 months' half pay			
During fourth and fifth years	5 months' full pay, 5 months' half pay			
After five years	6 months' full pay, 6 months' half pay			

Admin Staff (See Admin Staff Contract)

Teaching Staff (See Teaching Staff Contract)

Occupational sick pay is dependent upon continuous service as follows:				
During 1 st year of service	25 working days full pay and, after completing 4 calendar months actual service, 50 working days half pay.			
During 2 nd year of service	50 working days full pay and 50 working days half pay			
During 3 rd year of service	75 working days full pay and 75 working days half pay			
During 4 th and successive years of service	150 working days full pay, no period of half pay.			

2.6.2. Notification Procedure

An employee who needs to be absent from work due to sickness must comply with the following rules:

Notify their line manager if they are ill or unable to attend work for any other reason. Notification should be as early as possible, and no later than 09:00 a.m. on the first day of absence. The employee should be prepared to state the reason why they cannot attend work, and how long they think the absence will last. It is the responsibility of the employee to maintain regular contact during any period of absence, in particular to keep their line manager updated on their return date. If an employee is absent and has not advised their line manager as per the above procedure, BEAT may telephone the employee's home and/or mobile telephone to establish the reason for absence and to check on the welfare of the employee.

Employees may be asked to

- Attend an interview at the request of their line manager on return to work to discuss the absence and the reason for it. One of the purposes of this interview will be to establish whether the line manager can provide any support to the employee which could facilitate attendance at work in the future (for example if the employee's absence was in any way work related or due to an undiagnosed medical condition).
- Self-certify for all periods of sickness absence of up to seven working days.
- Provide a doctor's certificate (a "Statement of Fitness for Work") for a period of sickness absence of more than one working week stating that the Employee is not fit for work. If a certificate is provided stating that

the Employee "may be fit for work" the Employee should inform their line manager immediately.

- Agree on request to be interviewed and/or examined by an Occupational Health Doctor nominated by BEAT and to authorise the release of any medical report from the Doctor to BEAT. BEAT will meet all costs associated with any such examination and/or medical report.
- If an employee is absent and fails to comply with this procedure, they will be regarded as absent without authority and action may be taken under the Disciplinary Procedure.

Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

2.6.3. Long term sickness absence

BEAT will adopt a "case management" approach when dealing with long term sickness absence. This means regularly reviewing an employee's absence and state of health or fitness to see whether or not there is any improvement and if BEAT can do anything to facilitate the employee's recovery and return to work. Case reviews will be held as regularly as the individual's circumstances require, but usually not less than monthly, and these will involve the employee's line manager.

Part of the case management will be for BEAT to keep in touch with the employee. The employee will be consulted about how contact will be maintained, for example by telephone, email and/or visits to the employee's home at agreed times.

When an absent employee is well enough to return to work, BEAT will meet with the employee to discuss their return. The discussions will include:

- the employee's opinion about their capabilities, for example whether the employee is confident that they are capable of full job performance or only partial performance.
- whether the employee's return should be to full-time duties or whether a phased return would be beneficial.
- whether the employee will be taking any medication after their return to work that might have side effects, for example tiredness; and
- any special arrangements, additional support or adjustments to the employee's duties, working conditions or environment that would help the employee to reintegrate into the workplace.

After the employee's return, BEAT will monitor the employee's progress over the first few weeks to ensure that they are coping with the work and the day-to-day pressures of working life; and take all reasonable steps to facilitate the employee's reintegration into the workplace.

2.6.4. Obtaining Medical Reports

There may be occasions when BEAT considers it necessary to request details from a medical practitioner or BEAT's Occupational Health Doctor on the health of an employee as it affects their work. Employees may be requested by BEAT to consent to be examined by the Occupational Health Doctor (at BEAT's expense) and to agree to allow the Doctor to provide a medical report to BEAT. Where medical reports from

an employee's own medical practitioner are necessary, the employee will be fully informed of their rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulation (GDPR) 2018 and their permission will be sought for the report to be obtained.

The circumstances in which BEAT may seek a medical report on an employee include:

- frequent, regular or repeated short-term absences; and
- long-term absence, where an employee is likely to be or has been absent for a period of 15 working days.

Where the employee has any queries on their rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulation (GDPR) 2018 or the procedure to be followed, they should contact their line manager. When requesting a report, BEAT will provide the medical practitioner with as much information as possible on the role of the employee and explain why the report is being sought. BEAT will ask the medical practitioner to identify:

- \succ the nature of the employee's illness.
- when, if ever, the employee is likely to be fully fit to resume their normal duties.
- if the employee is unfit to resume their normal duties, what alternative duties they might be fit to undertake.
- > when the employee is likely to be fit to undertake any alternative duties.
- what reasonable adjustments could be made to working conditions or work premises to facilitate a return to work; and
- the likelihood of recurrence of the illness once the employee has returned to work.

Employees have the right of access to a report before BEAT sees it. If the employee wishes to see the report, they should inform BEAT of this, so that it can inform the medical practitioner. The employee will then have 21 days to contact the medical practitioner in order to see the report, after which the medical practitioner can pass the report on to BEAT.

BEAT will request a meeting with the employee to discuss the report and identify what, if any, action is to be taken.

2.7. Hours of Work

Your normal hours and working pattern are specified in your Contract. See Section 3 (Appointment Details-Working Hours) of your contract

BEAT reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

2.8. Flexible Working

BEAT has a policy of trying to assist staff to balance their work and home life and is therefore willing to consider requests from staff to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors. Any member of staff with at least 26 weeks' service with BEAT may make a formal written request for flexible working arrangements. Should you wish to progress this you should speak to your line manager. Please note that only one such request may be made in any 12-month period and that flexible working is not an automatic or statutory entitlement.

2.9. Criminal Records Checks

All employees of BEAT will be required to undergo an Enhanced Disclosure and Barring Service (DBS) Check

2.10. Conflict of Interest

You should not, directly or indirectly, engage in conduct outside work which may conflict with the interests of BEAT or their schools, or could damage the confidence of the community in BEAT.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your line manager.

It is a condition of employment with BEAT that you will not within a period of 6 months from your last day of working for BEAT:

- (a) accept any work privately from a school BEAT has introduced you to.
- (b) undertake or organise any activities outside of BEAT, which directly involve pupils of or from BEAT

Please note that each of the above (a) and (b) are standalone conditions.

2.11. Standards of Performance and Behaviour at Work

2.11.1. Appearance

BEAT does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If you have any queries about what is appropriate, these should be directed to your line manager.

2.11.2. BEAT Property

You will be issued with an identity badge. This remains the property of BEAT and loss of your badge must be reported immediately to your line manager. In the event of the loss of your ID badge, a charge of ± 10 will be incurred to replace this.

Any BEAT property issued to you to enable you to perform your duties (Identity badge, Mobile phone, laptop computer sheet music etc.) must be returned to BEAT on the termination of your employment.

You must not remove BEAT property from the organisation's premises unless prior authority from your line manager has been given.

2.11.3. Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on BEAT premises is done so entirely at your own risk. BEAT does not accept liability for loss or damage to any personal property whatsoever.

2.11.4. Telephones & Correspondence

BEAT telephones / mobile phones must not be used for private purposes without prior permission from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

2.11.5. Smoking and Other Substances at Work

Legislation exists which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on all BEAT and school premises (including entrances and exits) and vehicles.

Bringing alcohol or any unlawful drugs to the workplace, and/or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

2.11.6. Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to BEAT.

During the course of your employment, you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to BEAT, and you must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

2.11.7. Computer, Email and Internet Use

If you have access to BEAT computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to BEAT business.

Limited personal use of the internet is permitted during your formal breaks. All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by BEAT may be used on BEAT equipment, you must therefore not load any unauthorised software onto BEAT computers.

If you have a BEAT email address, this is provided for responsible use on BEAT business and should not be used in any other way whatsoever.

You must not make reference to BEAT or its services or represent yourself on behalf of BEAT on social media without formal permission from BEAT to do so.

All staff must make themselves familiar with BEAT's Social Media policy and Acceptable ICT usage policy, available from your line manager.

2.11.8. Filtering and Monitoring

BEAT, alongside schools, should provide a safe environment to learn and work, including when online. Filtering and monitoring are both important parts of safeguarding pupils and staff from potentially illegal, harmful or inappropriate online content.

The Department for Education's statutory guidance 'Keeping Children Safe in Education' obliges schools and colleges in England to "ensure appropriate filters and monitoring systems are in place. Children should not be able to access illegal, harmful and inappropriate content from the school or college's IT system.

After a device has been used by a pupil in a BEAT or school setting, staff must check the search history on that device and record any inappropriate searches and/or access to illegal, harmful and/or inappropriate sites. This includes where inappropriate, harmful or bullying comments have been posted on that site, either by the pupil using the device or by any other individual.

Where illegal, inappropriate or harmful content has been accessed, or posted online, this must be recorded using the template in **Appendix C of the Filtering and Monitoring Policy** and reported to the school or college and BEAT's Designated Safeguarding Lead (DSL).

BEAT's Designated Safeguarding Lead Sharon Broughall (CEO) <u>sharon.broughal@beattrust.org.uk</u> 07773 893 662

BEAT's Deputy Designated Safeguarding Lead Kerry Reid (Director: Standards and Excellence) 07773 893721

kerry.reid@beattrust.org.uk

After the search history has been checked and any concerns have been recorded, the search history, relating to the time that any children have been using the device, should be deleted.

2.11.9. Mobile phone use

When visiting a school or other establishment all BEAT members of staff must make themselves aware of the School's mobile phone usage policy.

Office Staff

In the interest of the office environment staff will not use their personal mobile telephones excessively during office hours.

Short calls from family members (to give an important message or impart urgent family business) are acceptable but these should not be for longer than five minutes and there should not be an excessive number of calls in any one day.

In circumstances where something urgent needs to be dealt with that takes longer than five minutes the call must be taken outside the office

Teaching staff

Staff members (including volunteers and students on placement) may bring mobile devices onto the school site on the understanding that the device:

- must be switched to silent/airplane mode when entering a school.
- is used for calls only in spaces where no students are present.
- must not be used to take photos of students except in very exceptional circumstances when permission from a manager must have been sought and granted in advance, so that you are fully compliant with the school/setting's privacy and safeguarding policies. Any images must be erased as soon as possible in the presence of a work colleague.
- must only be used for completing registers or for educational purposes i.e. tuning an instrument, metronome, backing tracks, searching a composer.
- Must be logged into the school's Wi-Fi wherever possible when accessing online teaching resources

Tutors who use a personal mobile phone, outside of the school day, to exchange information with parents must do so with extreme caution. Tutors are strongly discouraged from doing so.

Tutors should not make direct contact by mobile phone to any pupils/students.

Staff with work mobiles

All staff issued with a BEAT mobile must only use that mobile number for work related calls and e-mails.

2.12. Data Protection and Access to Information

BEAT will comply with all statutory requirements of Data Protection law including the requirements of the General Data Protection Regulations (GDPR). Any personal or sensitive information on an individual which BEAT holds is covered by this legislation. This includes emails too. If you receive a subject access request you should refer this immediately to your line manager.

If you are a user of such information you need to be sure that you are not breaching any data protection rules when you store or use information and when you write and send emails. This could include but is not limited to:

- Using data which has not been kept up to date.
- Passing on or processing personal information about an individual without their consent.
- Keeping personal information longer than necessary.
- Sending personal information outside the country.

If any breach of data protection rules is discovered such as the leaking or hacking of personal or sensitive data, this should be reported immediately to your line manager, and any immediate action should be taken to close down such leaks. Your line manager will ensure this is properly investigated and the appropriate reporting actions taken if necessary.

Employees can request access to the information held on them by BEAT. All requests by employees to gain access to such records should be made in writing. There is no charge for this service.

2.12.1. Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You must notify your line manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Emergency contact
- Driving licence penalties (if you are required to drive on BEAT business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of BEAT's Data Protection Policy which will be made available for inspection by you if required.

BEAT aim to protect the privacy of our members of staff ("you") as far as possible.

The Employee Privacy Statement applies to you if you are an employee (whether employed or, self-employed or employed by a third party), individual contractor, consultant, agent or other worker working for or acting on behalf of BEAT.

We have detailed below the ways in which we will process your personal information. BEAT your employer is what is known as a "data controller" in respect of any personal information it holds about you.

2.12.2. How we obtain your information

In the course of your employment, we collect information that personally identifies you from the following sources.

- Application forms or other materials you submit to us during the course of your employment with us, including your initial job application and forms relating to your pension contributions, payroll information;
- your interactions with us and other members of staff in the course of your employment, and

2.12.3. The information we hold

The types of personal information about you that we hold include:

- > your name, title, date of birth, gender and contact details.
- information from your CV.
- > your job title.
- the start and end date of your employment with us

- personal identifiers such as your social security number, national insurance number, tax code number, IP address or our internal electronic identifiers
- information relating to your performance at work
- information about your use of BEAT IT systems
- medical or disability information where necessary to ensure we can accommodate your needs
- > payroll information such as financial details and details about your salary and associated benefits
- > information necessary for the administration of your pension scheme
- where you have submitted a work permit application, your marital status, immigration history, criminal convictions and passport details
- details of people you have identified as emergency contacts
- other information you provide to us in the course of your employment with us

2.12.4. Our use of your information

We collect, use, share and store information about you for legal, administrative, and personnel reasons.

When processing your information, we do so in our legitimate interests (as set out in the bullet points below), for the performance of our contract with you or pursuant to legal or regulatory obligations that we are subject to.

We use your information for the purposes of the following legitimate interests:

- managing our workforce effectively
- for employee training and development purposes
- paying your salary and conferring other benefits to you in connection with your employment
- to maintain accurate employee contact details for our business continuity and incident planning activities
- monitoring staff performance
- to facilitate our internal business operations, including assessing and managing risk and fulfilling our legal and regulatory requirements

Where we process "special categories" of information about you (such as information about your health, race or sexual orientation), we do so either because you have given us your explicit consent, we are permitted or required by law to do so or the processing is necessary for the establishment, exercise or defence of a legal claim.

Should we wish to use your personal information for other specific purposes (including, if applicable, any purpose that requires your consent), we will contact you.

We also disclose your personal information, or any portions thereof as required or requested by, or as we determine is necessary or desirable to comply with, applicable law, regulation, court process or other statutory requirement, and regulatory,

supervisory or governmental authorities.

Where we share your information, we require those receiving it to put in place security and confidentiality measures to protect it.

2.12.5. Retention of information

We will hold your personal information on our systems for the longest of the following periods:

- > a minimum of six years after you have ceased employment with BEAT
- as long as is necessary for the relevant activity or as long as is set out in any relevant agreement you enter into with us
- the length of time it is reasonable to keep records to demonstrate compliance with professional or legal obligations
- > any retention period that is required by law; or
- the end of the period in which litigation or investigations might arise in respect of your employment

2.12.6. Your rights

You may have the following rights under data protection laws:

- Right of subject access: The right to make a written request for details of information about you held by BEAT
- Right to rectification: The right to have inaccurate information about you rectified

2.13. Trade Union Membership

It is your choice as to whether you wish to belong to a trade union. The unions can provide personal representation for you if you experience difficulties at work via their accredited representative system.

3. Equity, Diversity and Inclusion (EDI)

BEATS EDI statement can be found on the BEAT website <u>https://beatrust.org.uk/about-us/equity-diversity-inclusion.</u>

For more information please see BEAT's Equity, Diversity and Inclusion Policy.

4. Pay, Benefits & Pensions

4.1. Salary Arrangements

Your salary will be paid monthly in arrears on the last day of each month by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

4.2. Overtime

Overtime is defined as all hours worked in excess of your termly hours, which has the prior explicit approval of your line manager.

4.3. Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform BEAT of any changes to your tax code. Contact details can be found here: https://www.gov.uk/contact-hmrc

4.4. Business Travel

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims.

4.5. Sickness Pay Provision

See Section 2.6: Your Attendance at Work

4.6. Pension Scheme

You will automatically be entered into the Teachers' Pension scheme by payroll from your first day of employment, but you may opt out, if you wish. To opt out, you will need to apply direct to the Teachers' Pension scheme for the opting out form. Please note that if you wish to opt out, you should do so within 3 months of starting.

Under the Pensions Act 2008, if you opt out of the Teachers' Pension scheme, you may be re-enrolled at a later date.

5. Leave Arrangements

Please see your contract of employment and BEAT's Attendance Management Policy for full details.

5.1. Annual Leave

The holiday year runs from 1 September to 31 August.

All full-time and part-time employees are entitled to a minimum of 20 days annual leave (calculated on a pro rata basis for those working part time or joining mid-year). During the employee's first year of service, they will not normally be allowed, unless otherwise agreed by their line manager, to take more holiday than they have actually accrued at the time holiday is taken.

As stated in your employment contract all employee's holidays coincide with periods of school closure and public holidays.

All holidays must be taken during the holiday year in which it is accrued. There will be no pay in lieu of untaken holiday at the end of a holiday year.

5.1.1. Holiday pay

Holiday pay is included in your rate of pay, therefore it is not paid separately, and you will be paid your basic salary in respect of periods of annual holiday.

You are required to submit annual holiday requests to management as early as possible, normally giving a minimum of one month's notice prior to the requested annual holiday start date.

BEAT may require you to take all, or part of any outstanding holiday entitlement, and reserves the right not to provide you with advance notice of this requirement.

5.2. Special Leave

The following list refers to the types of special leave available. For detailed information please see the BEAT Special Leave Policy on the staff area of the BEAT Website.

5.2.1. Category 1 - Unplanned Special Leave

Bereavement

Parental Bereavement Leave

Relationship with Maternity, Paternity and Adoption Leave

Domestic Emergencies

Notifiable Diseases

Illness of Children or Other Dependants/Child Minders

Extensions to Annual Leave for Compassionate Reasons

Medical/Dental Absences

Time Off for Antenatal Care

Late/Non-Return from Leave

5.2.2. Category 2 - Planned Special Leave

Maternity Leave

Paternity Leave and Pay

Adoption Leave

Parental Leave

Attending Job Interviews

Attending Legal Proceedings

Removal of Household Effects

Extended Leave

Short Extensions to Annual Leave Entitlement

Training and Examinations

Religious Holidays

Participation in Sporting Events

Public Service

Membership of Public Bodies and School Governors

Annual Training with H.M. Forces and Territorial Army

Jury Service

Justices of the Peace

Elections

Time Off for Trade Union Duties and Activities

5.2.3. Fertility Treatment

There is no automatic right to be paid during periods of time off work for fertility treatment. But BEAT recognises that fertility treatment, although not a sickness issue, is a health issue. Undergoing treatment is stressful and emotionally demanding and therefore managers are strongly advised to deal with such cases in a sensitive and supportive manner. To support members of staff who are undergoing treatment BEAT will allow up to 5 days paid leave per year for investigations or treatment. These days may be taken as a block of 5 days or separately as half or full days as necessary. Any additional time off work should be taken as annual leave or flexi leave. Partners will also be entitled to this leave.

To be eligible for leave for fertility treatment, staff must have been continuously employed by BEAT for at least one year. Employees who require leave for fertility treatment should advise their line manager or the Chief Executive Officer to do so on their behalf. A letter from the hospital/clinic where they are being treated should be provided stating the expected week and the duration of the investigations or treatment. Request for leave for fertility treatment will be treated in the strictest confidence.

5.2.4. Medical and Dental Appointments

BEAT recognises that employees will from time to time need to attend medical, hospital, dental, optician and other similar appointments. Whenever it is possible to do so, employees (both full time and part time) should endeavour to arrange such appointments in their own time or in the holidays, if this is not possible, then at times that will cause the minimum amount of absence from work or inconvenience to BEAT, i.e. at the beginning or end of the working day.

However, because BEAT accepts that it is not always possible or practical to arrange medical and other similar appointments outside working hours, it is BEAT 's policy to permit reasonable time off work for such appointments.

- the office or position the employee is considering;
- the type of work involved;
- the proposed hours of work; and
- the proposed location of the work.

The line manager will in conjunction with the CEO give the employee a decision on whether or not permission is granted. The decision will be given within one week of the request and will be confirmed in writing. BEAT reserves the right to refuse at its absolute discretion the employee's request to take up a public office or position.

Time off for public duties will normally be unpaid.

For more detailed information please refer to the Public Service Section of BEAT's Special Leave Policy located on the staff area of the website.

6. Health and Safety

6.1. Introduction

BEAT recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with BEAT's health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

6.2. Procedure in the Event of an Accident

An Accident Book is available from your line manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by BEAT that an injury or dangerous occurrence has taken place. Employees are not expected to make this report themselves.

Additionally, If an employee is involved in an accident on school premises they must ensure that an entry is made into the school's accident book.

6.3. First Aid

BEAT believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on school notice boards or on Academy notice boards or from your line manager and you should familiarise yourself with names and contact details.

6.4. Fire Safety

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc. are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of each day.

6.5. Personal Safety

On first entering a BEAT offices a school or other premises to give music tuition, you

must make yourself aware of and comply with the local Health and Safety and emergency procedures. You must also make yourself aware of evacuation routes to be used in an emergency. If the information is not made available you must ask where appropriate your line manager or a representative of the school/establishment.

All employees must:

- co-operate with schools and BEAT managers on health and safety matters;
- not interfere with anything provided to safeguard their health and safety;
- take reasonable care of their own health and safety;
- report all health and safety concerns to an appropriate person

Please see BEAT's Health and Safety Policy and Procedures document which can be found on the Public Area of BEAT's website.

7. Training and Development

BEAT aims to provide training opportunities which will provide: an induction programme which all staff will be required to undertake and will assist staff settling into their new role/job. You will also be required to attend relevant training sessions as required by BEAT. Please see Section 10 Teacher Contract and Section 9 Admin Contract.

7.1. Performance Management

7.1.1. Lesson Observation Protocol

Planning and preparing for lesson observation

In keeping with BEAT's commitment to supportive and developmental lesson observation the appraiser will:

- consult teachers on the pattern of lesson observation which they can expect annually
- ensure that those being observed for all purposes will be notified at least five working days in advance;
- arrange, as far as possible, for all observations to take place at a time agreed between the appraise and the observer;

Planning for observation will take place at the start of the appraisal/performance management cycle and will include details of:

- What documentation they need to produce i.e. evidence of objectives, Self-review form
- How the teacher's performance should be reviewed and the success criteria
- Objectives and timescales
- Support needed
- Any recommendation on pay.

7.1.2. Feedback

Verbal feedback will be given as soon as possible after the lesson observation and no later than the end of the following working day. This will be either face to face or as an arranged telephone conversation.

Written feedback will be provided within five working days of the observation taking place. If issues emerged from an observation that were not part of the focus of the observation as recorded in the planning, these should also be covered in the written feedback and the appropriate action discussed with the appraise.

The written record of feedback will include the date on which the observation took place, the lesson observed and the length of the observation. The appraise has the right to append written comments on the feedback document. No written notes in addition to the written feedback and appraiser's comments will be kept. The appraiser will be given sufficient time within the school day to put in written form the conclusions agreed with the appraisee on the outcomes of the classroom observation.

Teachers will have access to all written accounts of the observation after their lessons and if they request, copies will be provided.

7.1.3. The Appraisal Report

The appraisal report should contain the following:

- Objectives
- Success criteria for meeting objectives
- Support for the Objectives
- Observation timings
- > Timescale for completion of objectives
- Any recommendations on Pay awards

7.1.4. Monitoring Progress

Teachers progress will be monitored during the year. Appraiser to be updated on progress and any targets reached.

There will be a review meeting if required

The performance management documentation is available from your line manager.

8. Redundancy

For full details of redundancy please see Beat's Redundancy Policy.

Although the BEAT's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of employees employed or organisational changes that result in some employees being made redundant.

9. Leaving BEAT

9.1. Notice Periods

9.1.1. For Employed Staff

Notice, on either side, must be given in writing. To resign from your contract, you must give notice by the last day of the half term preceding the end of the term. To leave at Easter, you must resign by 28th February, 29th February in a leap year; to leave on 31st August you must resign by 31st May and to leave on 31st December you must resign by 31st October.

9.1.2. Dismissal

If BEAT dismisses an employee, then the minimum period of notice to be given is in accordance with the terms set out above. The employee may be entitled to a greater period of notice depending upon length of service. For this the statutory provision will apply which is one week for every year of service up to a maximum of 12 weeks' notice.

The notice periods do not apply where gross misconduct has occurred and summary dismissal i.e. dismissal without notice, follows.

9.2. Outstanding Financial Commitment

If, on termination of this contract of employment, you have any outstanding financial commitment to BEAT, for example training expenses, then by accepting this contract you agree to BEAT recovering direct from your final salary an amount up to the total sum owed.

9.3. Working Notice

In all cases BEAT reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this.

If you resign and are in possession of BEAT property (including computer files), you should make your line manager aware of these, and arrange how they will be handed back. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, BEAT reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

BEAT may decide on your resignation to put you on garden leave rather than get you to serve Notice.

9.4. Other Conditions on Leaving

On leaving, BEAT will deduct from any money due to you such sums as you may owe to BEAT. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without BEAT's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you. Before leaving, you must hand over to your manager all articles belonging to BEAT including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left BEAT, you must not:

- Solicit or seek to entice away any BEAT staff
- Use or divulge to any person or organisation any confidential information relating to the business of BEAT.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

9.5. Retirement

BEAT has no fixed retirement age, although this will be reviewed from time to time to reflect the needs of the business.

Employees are free to retire whenever they choose or to seek alternative working patterns. For further information, see the Flexible Working Policy. This policy aims to create a framework for workplace discussions, enabling employees to express their preferences and expectations with regard to retirement and enabling BEAT to plan for the business. See Section 2.8, Flexible Working.

Employees or line managers may want to discuss employees' short, medium and long term plans, as the need arises. This will help BEAT with succession planning, so it may indicate to staff from time to time that it would be helpful to know what their plans are in relation to working patterns. There is no obligation for BEAT or employees to hold workplace discussions about future plans, but it may be mutually beneficial to do so.

Employees who do decide to retire should inform their line manager of their decision and should give BEAT the notice they are obliged to give under their contract of employment.

It is however our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your pension etc.).

9.6. References

It is BEAT's policy that references pertaining to BEAT's current or former employees

may be given only by the CEO. No other person in BEAT is permitted to provide a written or verbal reference about any current or former employee. Any requests for such references should be passed on to the CEO.

If a reference is given it will be in writing, and (with the exception of regulatory references which BEAT is asked to provide under the SMCR) will contain only the factual information listed below:

- > confirmation that the person was employed by BEAT,
- > the dates of their employment; and
- the person's job title.

Please note that in certain circumstances, to comply with its regulatory obligations BEAT is required to:

- seek regulatory references from a job applicant's current and previous employer(s)
- provide regulatory references to a current or former employee's new (or prospective) employer
- update regulatory references previously provided to a former employee's current employer

BEAT might also receive updated regulatory references from a current employee's former employer(s). BEAT will comply with its regulatory obligations in seeking or providing any such regulatory references.

BEAT does not have any obligation to:

- agree with an employee (or former employee) the content of a regulatory reference which it intends to provide; or
- provide an employee (or former employee) with a copy of any regulatory reference provided to or by BEAT.

10. Disciplinary Policy and Procedures

10.1. Overview

It is the policy of BEAT.

- To seek to resolve matters of alleged misconduct informally wherever it is reasonable to do so, by taking a supportive approach to ensure clarity of expectations of behaviours, actions and decisions, professional boundaries and standards of common decency.
- To adopt good practice, consistent with Advisory Conciliation and Arbitration Services (ACAS) Code of Practice on Disciplinary (and Grievance) Procedures (available online at http://www.acas.org.uk/media/pdf/f/m/Acas-Code-of-Practice-1-ondisciplinary-and-grievance-procedures.pdf)
- To have due regard to the dignity of all and any members of staff subject to allegations of misconduct.

For situations where it is reasonably considered inappropriate to deal with a matter

informally, BEAT, will adopt the formal disciplinary procedure.

10.2. Scope

The Disciplinary policy is drawn up in accordance with the current ACAS Code of Practice and with regard to relevant employment legislation.

This policy and the procedures referred to within it:

- Apply to all staff who have completed their probationary period employed at BEAT and are intended to provide a fair method of dealing with alleged failures to observe standards of conduct.
- Do not apply to staff who are still in their probationary period who will be dealt with under probationary procedures.
- Have been adopted by the Trustees of BEAT.
- Do not apply to allegations of substandard work (for which the Capability Procedure should be used) unless it is clear that the member of staff is capable of reaching the required standard and is alleged not to have been willing to do so.
- Do not apply in the event of redundancy, for which the relevant statutory redundancy regulations refer.
- Do not apply in the event of ill health or attendance (Special Leave and/or Attendance Management Policy should be used, and/or ACAS Code of Practice).
- Shall not be used in respect of a trade union representative until the matter has been discussed with an appropriate regional/paid official of the union concerned.

Please see BEAT's Disciplinary Policy which can be found on the Staff Area of BEAT's website.

11. Grievance and Dignity at Work

BEAT believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your line manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line manager directly, you should speak to the CEO who will discuss ways of dealing with the matter with you.

Where attempts to resolve a matter informally do not work, it may be appropriate for an employee to raise a formal grievance under this procedure. The grievance policy and procedure may be referred to in your contract of employment but is not contractual.

11.1. Grievance Policy and Dignity at Work

For BEAT's policy and procedures, including bullying and harassment please see Grievance Policy and Dignity at Work which can be found on the Staff Area of BEAT's website.

Appendix 1 - Contacts

Name	Designation	Telephone	Email
Sharon Broughall	CEO	07773 893662	sharon.broughall@beatrust.org.uk
Kerry Reid	Director of Standards and Excellence	07773 893721	kerry.reid@beatrust.org.uk
Ros Savournin	Director of Learning and Participation		ros.savournin@beatrust.org.uk
Sophie Boden	Head of BMAW and BMAC	07792 711027	sophie.boden@beatrust.org.uk
Jayne Barnes	Head of BEAT Music Academy West and BEAT Music Academy Central	07792 711027	jayne. <u>barnes@beatrust.org.uk</u>
Rhiannon Dimond	EDI Lead	07964 393044	rhiannon.dimond@beatrust.org.uk
Allison Mcdowell	Business Manager	0208 959 4111	allison.mcdowell@beatrust.org.uk
Chands Lalli	Finance Officer	0208 959 4111	chands.lalli@beatrust.org.uk
Richard Vidler	Lead String Tutor	0208 959 4111	richard.vidler@beatrust.org.uk
Vanita Mayoss	Office Administrator	0208 959 4111	vanita.mayoss@beatrust.org.uk

This contact list is correct at the date of issue of this document.

Appendix 2 - List of BEAT Policies

Policy Title	Website
Acceptable IT Usage	Staff
Alcohol & Drugs	Staff
Allegations of Abuse Made Against Staff	Staff
Attendance Management	Staff
Capability	Staff
Child Protection and Safeguarding	Public
Code of Conduct	Staff
Complaints	Public
Conflict of Interests	Staff
Critical Incident etc.	Staff
Data Protection	Public
Disciplinary	Staff
Educational Visits	Staff
Equity Diversity and Inclusion Policy	Public
Financial Reserves Policy	Staff
First Aid	Staff
Grievance Policy and Dignity at Work	Staff
Health & Safety	Public
LGPS Employers Discretion Policy	Staff
Low Level Concerns Policy	Staff
Mobile Devices Policy	Staff
Pay Policy	Staff
Positive Behaviour Policy	Staff
Redundancy Policy	Staff
Remissions (Was Pupil Premium)	Staff
Social Media	Staff
Special Leave Policy	Staff
Whistle Blowing	Staff

All of these policies are available for staff to view on the BEAT website. Some of them are located in the public area, <u>https://beatrust.org.uk/about-us/our-policies/Policies - Barnet Education Arts Trust (beatrust.org.uk)</u>. Staff specific policies are only available to be viewed by members of staff in the staff only secure area. For information on accessing the staff policies please see your line manager.

Appendix 3 - Confirmation of Receipt of Handbook Form

Name:	
Job Title:	
Place of Work:	
Line Manager:	

I confirm I have received a copy of BEAT's Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from my line manager on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed to your line manager.