#### EMPLOYMENT HANDBOOK FOR STAFF IN SCC SCHOOLS

**CONTENTS**

|  |  |  |
| --- | --- | --- |
| **Section** | **Title** | **Page**  |
| 1 | Introduction  | 2 |
| 2 | Pay | 2 |
| 3 | Pensions | 2 |
| 4 | Holidays | 3 |
| 5 | Maternity and Adoption Leave | 3 |
| 6 | Paternity Leave | 4 |
| 7 | Shared Parental Leave | 4 |
| 8 | Unpaid Parental Leave | 4 |
| 9 | Non serious illness of a relative | 4 |
| 10 | Death or serious illness of a relative | 4 |
| 11 | Flexible Working for Carers | 4 |
| 12 | Absence from Work12.1 Absence reporting procedure12.2 Sickness allowances12.3 Calculation of allowances12.4 Other conditions relating to sickness absence and pay | 55667  |
| 13 | Health and Safety | 10 |
| 14 | Annual Leave | 11  |
| 15 | Code of Conduct and Disciplinary Rules | 12  |

**1. INTRODUCTION**

This handbook aims to provide employees with information to help them to develop a successful career within the school.

The handbook should form part of the induction of new employees and can be used in conjunction with the school’s own handbook. Policies and procedures are available on the youngsouthampton.org website.

Model Policies and Procedures are available either from the school or via the Council’s “Young Southampton” intranet site.

**Management of the school**

Staff in all schools, with the exception of Academies, Voluntary Aided, Trust and Foundation schools, are employed by Southampton City Council (the Local Authority). Responsibility for people management and decision making in relation to school employees is delegated to the Governing Body and headteacher.

 Staff in Academies, Voluntary Aided, Trust and Foundation schools are employed by the school’s Governing Body.

 The Governing Body has overall responsibility for the school in terms of strategic direction, educational achievement, financial and people management and operations, including staffing structures. The Governors are responsible for determining and implementing school policies and procedures and making key decisions about the overall running of the school. The headteacher is responsible for the day-to-day operations within the school.

 The headteacher, with reference to the Governing Body, has responsibility for the management of people within the school. The headteacher is likely to make most of the day-to-day decisions relating to staff management, though matters raised for appeal are normally referred to a panel of Governors. Governors are responsible for determining the school’s staffing structure and complement and any significant changes to the school’s human resources, such as reorganisations of the staffing structure, are authorised by the Governing Body before implementation.

**2. PAY**

 All schools are required to have a pay policy that supports the school’s development plan and helps to ensure that pay decisions are made consistently and fairly and in compliance with equalities legislation. It also gives staff the right to appeal to Governors against any pay decision affecting them personally.

 Queries relating to pay matters should be addressed to the headteacher in the first instance, who may seek further advice from School Governors or the School’s HR Service Provider.

 **3. PENSIONS**

Teachers automatically contribute to the Teachers’ Pension scheme unless they opt-out of it. For queries about pension contributions or benefits, the agency can be contacted as follows using your General Teaching Certificate (GTC) number for reference:

Teachers’ Pensions

Mowden Hall

Darlington

DL3 9EE

0845 6066166

[www.teacherspensions.co.uk](http://www.teacherspensions.co.uk)

Membership of the Local Government Pension Scheme is granted to support staff from the date of appointment, subject to eligibility. Further details about the scheme can be found by either contacting Hampshire Pensions by phone or using their website:

Hampshire Pension Fund – 01962 845588

 <http://www3.hants.gov.uk/pensions/lgps.htm>

 **4.** **HOLIDAYS**

 **Teachers’ holidays**

 Teachers are employed to work across the 39 weeks of the school terms which includes 5 INSET days. Notwithstanding statutory entitlements, there is no entitlement to take leave during term-time, but any exceptional request for leave during the school term should be submitted for authorisation in accordance with school procedures for requesting leave.

 **Support staff holidays**

Full-time, all-year-round support staff (those who work 37 hours a week, 52 weeks a year) are entitled to a minimum of 23 days’ holiday per year, rising to 28 days per year after 5 years’ service.

In addition to annual leave, support staff employees are entitled to statutory Bank Holidays (normally 8 per year).

 All annual leave, including Bank Holidays, is pro rata for part-time employees (this includes term-time only employees). Staff are contractually obliged to work during term time and are required to take their annual leave during the school holidays. Any request for time off during term time should be submitted to the Governing Body, via the headteacher for their approval which will only be granted in exceptional circumstances.

 Term-time only support staff are only employed to work during term time and their pay includes an element for their holiday and bank holiday entitlement.

 Refer to section 14 for more details on annual leave entitlement.

**5. Maternity and adoption leave**

Entitlement to maternity and adoption leave within Southampton City Council is outlined in the Maternity Policy and Adoption Policy with the links given below, if your school has adopted these policies:

[(S121) Maternity Policy](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/ltor/maternity_policy.aspx)

[(S092) Adoption Procedure](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/atod/adoption_procedure.aspx)

**6. Paternity leave**

Fathers with at least 26 weeks’ service at the 15th week before their child’s birth have a statutory entitlement to paternity leave. This entitlement is for 2 weeks’ leave and must be taken within 56 days of the baby’s birth. The first week is paid at the employee’s normal salary with the second week paid at Statutory Paternity Pay. Also see Shared Parental Leave below.

[(S122) Maternity Support Leave and Paternity Leave](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/ltor/maternity_support_paternal_leave.aspx)

**7. SHARED PARENTAL LEAVE**

Mothers and adopters still have the option to take 52 weeks leave. However they also now have to right to stop their Maternity Leave and share any remaining amounts of leave and pay with their partner (where eligible).

([S225) Shared Parental Leave and Pay](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/stoz/shared_parental_pay.aspx)

**8. UNPAID Parental leave**

All parents are entitled to a period of 18 weeks’ unpaid leave to care for their child under 18 years of age. Requests for Unpaid parental leave should be submitted to the headteacher. More information is available in the Unpaid Parental Leave Policy and Procedure:

[(S124) Unpaid Parental Leave](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/ltor/parental_leave.aspx)

**9. NON SERIOUS ILLNESS OF A RELATIVE**

All carers have a statutory entitlement to a limited amount of emergency carers’ leave to make arrangements for alternative provision of care when normal care arrangements break down. This entitlement is unpaid but headteachers may choose to grant paid leave for this purpose.

**10. DEATH OR SERIOUS ILLNESS OF A RELATIVE**

The headteacher may authorise up to a maximum of 3 days leave to enable a member of staff to attend to matters relating to the death or serious illness of a close relative. In exceptional circumstances, an additional 3 days leave can be granted by the headteacher, in consultation with the chair of governors.

More information regarding time off for dependents and time off in term time can be found at the following link:

[(S145) Time Off in Term Time](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/stoz/time_off_in_term_time.aspx)

**11. Flexible working**

**Eligibility**

The right to request flexible working is available to all employees with at least 6 months service with the school.

**Procedure for requesting flexible working**

Employees should submit their request in writing to the headteacher, who will hold a meeting to discuss the request, at which the employee can ask for representation. The request will be considered in the context of balancing employee and school requirements.

A decision about the request will be made after the meeting and communicated in writing to the employee. If a flexible working request is refused, the employee should have the right to appeal to the Governing Body to review the decision. Once the new working arrangement has been implemented, a formal review would normally take place before it is confirmed as a permanent change to an employee’s terms and conditions. Any request, including any appeal, should be dealt with promptly and within 3 months.

The “Flexible Working – Request for a Contract Variation” procedure can be found at the following link which also contains an application form to complete at Appendix A of the procedure:

[(S107) Flexible Working - Request for a Contract Variation](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/etok/flexible_working_contract_variation.aspx)

### 12. ABSENCE FROM WORK

### 12.1 Absence reporting procedure

All sickness absence should be reported to the school in accordance with the school’s absence reporting procedure. It is not acceptable to report sickness absence by text message or email. If the headteacher is not available, a voice message can be left with another senior member of staff, providing the School has agreed in advance in its local processes that this is acceptable.

(a) An employee who is prevented by illness from reporting for duty shall notify immediately their headteacher that he/she will be absent and indicate the possible length of the absence.

(b) If absence continues after the third calendar day the employee shall provide further notification as to the nature and probable duration of their illness to the headteacher.

(c) An employee shall provide a doctor's certificate to the headteacher not later than the eighth calendar day of absence. Subsequent doctors' certificates shall be submitted to cover the absence if it extends beyond the period covered by the initial statement. Exceptionally the employing authority may, in a particular case, require certificates to be submitted at more frequent intervals. During holiday periods, doctor's certificates must still be submitted. The head teacher will record the details and will immediately return the doctor's statement to the employee; it is essential that the employee retains any doctor's certificates that are returned - so that, if they are (or become) ineligible for SSP, they are able to forward them to the Department for Work and Pensions (DWP) with a claim for Sickness Benefit. It is an employee's responsibility to claim Statutory Sickness Benefit from the DWP if they are ineligible to receive SSP.

(d) When an employee returns to work after absence due to sickness they should ensure that they inform the headteacher of their return and complete the relevant forms for payroll. On return to work where the absence has continued beyond three days an employee will certify, in writing if required, the reasons for all such absences up to and including seven days. Any absences over 7 calendar days must be covered by a Doctor’s “Fit Note”.

(e) Whilst no variation can be made in the requirement that sickness absence must be certified by a qualified medical practitioner, employing authorities are advised that they may, at their discretion, accept certificates of Christian Science practitioners in particular cases according to their merits.

(f) An employee entering a hospital or similar institution shall submit a doctor’s statement on entry and on discharge in substitution for periodical statements.

# 12.2 Sickness Pay Periods

|  |  |
| --- | --- |
| **PERIOD OF SERVICE** | **ALLOWANCES** |
|  | **TEACHERS****(WORKING DAYS)** | **SUPPORT EMPLOYEES****(MONTHS)\*** |
| During 1st year(and after 4 months) | 25 days’ full pay(50 days’ half pay) | 1 months’ full pay(2 months’ half pay) |
| During 2nd year | 50 days’ full pay50 days’ half pay | 2 months’ full pay2 months’ half pay |
| During 3rd year | 75 days’ full pay75 days’ half pay | 4 months’ full pay4 months’ half pay |
| During 4th and 5th year | 100 days’ full pay100 days’ half pay | 5 months’ full pay\*5 months’ half pay |
| After 5 years | As above | 6 months’ full pay\*6 months’ half pay |

\* one month is deemed to be equivalent to 26 working days where Saturday is reckoned to be a working day.

These allowances are to be regarded as a minimum and may be extended at the discretion of the school.

**12.3 Calculation of Sickness Pay Period**

**Period of Service**

 Support Employees

The period during which sick pay shall be paid and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee’s entitlement on the first day the aggregate of periods of paid sickness absence during the twelve months immediately preceding the first day of absence. For the purpose of ascertaining the appropriate period of benefit, all periods of continuous service shall be counted.

Teachers

For the purposes of calculating entitlement to sick pay the year shall be deemed to begin on 1 April of each year and end on 31 March of the following year. In the case of a teacher whose service commences on a date other than 1 April, such service shall be deemed to have commenced on the proceeding 1 April, subject to the completion of four calendar months actual service before half pay can be claimed. In the case of a teacher who is absent owing to illness on 31 March of any year, such teacher shall not begin a new entitlement to sick leave in respect of the following year until they have resumed teaching duties.

For an employee transferring from another authority, any sick pay paid during the current year by the previous employing authority shall be taken into account when calculating the amount and duration of sick pay payable by the new authority.

Amount of payment

In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will be the equivalent of normal pay.

In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.

Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis, such as casual overtime or standby payments.

The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied, so far as is possible:

1. The conditions for the reporting of sickness as required by the authority,
2. The claiming of benefits
3. The obligation to declare any entitlements to benefits and any subsequent changes in circumstances affecting such entitlement.

Further advice on the calculation of allowances can be sought from the School’s HR Service Provider.

**12.4 Other conditions relating to sickness absence and pay**

**a. Contact with infectious diseases**

An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employee’s entitlements under the scheme.

Where a teacher is absent due to pulmonary tuberculosis, and is undergoing approved treatment, twelve months of full salary shall be paid, with further half pay at the discretion of the authority.

**b. Industrial injury or disease**

Support Employees

Periods of absence in respect of industrial disease, accident or assault arising out of or in the course of employment with a local authority shall be treated as entirely separate from normal sickness absence (providing the conditions below have been complied with). Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme.

Any accident arising out of and in the course of employment with the Authority must be reported and recorded in accordance with the laid down procedures, and may be investigated by the Authority. Absence arising out of industrial disease or accident should be reported and certificated as for other sickness, and the employee should notify the Authority if seeking medical advice about an illness which is suspected or alleged to result from the nature of their employment.

Teachers

In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the teacher’s employment, including attendance for instruction at physical training or other classes organised or approved by the Authority or participation in any extra-curricular or voluntary activity connected with the school, full pay shall in all cases be allowed, such pay being sick pay for the purposes of calculation and entitlement, subject to the production of self-certificates and/or doctor’s statements from the date of the accident up to the date of recovery, but not exceeding six calendar months, after which the case will be reviewed before an extension of the sick pay period should be reached. Absence resulting from such accidents shall not be reckoned against the teacher’s entitlement to sick leave, though such absences are reckonable for entitlement to SSP.

###  c. Victims of crimes of violence

Where an employee is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Board and the employee is otherwise qualified to receive sick pay in accordance with this scheme, such sick pay shall be made to them without their being required to refund any proportion of it from the sum which the CICB may award. The authority has the discretion to discount wholly or partly any sick leave occasioned by the injury when calculating the employee’s entitlement to sick pay.

###  d. Sickness and school holidays

(For employees not required to attend during school closure periods)

Teachers

When a teacher is ill immediately before a period of school closure, the rate of sick pay applicable to the teacher during closure is the rate applicable to them on the last day before the closure. Where a teacher is in receipt of half pay or nil pay and recovers during the closure period, normal pay will be restored from the date the doctor’s certificate expires where the employee confirms in writing to the school that they are fit for work. Sickness during school holidays shall not count against a teacher’s entitlement to sick leave

Other Employees

For staff employed on term-time only contracts, sickness during school closure periods counts against entitlement to sick leave/pay. For an employee sick during a closure period, normal pay will be restored from the date a doctor’s certificate expires, where the employee confirms in writing to the school that they are fit for work.

**e. Sick Pay and public holidays**

Where an employee is receiving sickness pay they should continue to receive such pay if a public holiday occurs during sick leave. Where an employee has exhausted their entitlement to sickness pay, no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during their period of sick leave.

**f. Sickness during annual leave**

(Applies to employees on a 52 week contract)

An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctors certificate and shall be entitled to take the balance of holiday at a later date, provided the holiday is taken before the 31 March following the absence.

**g.** **Termination of employment**

Where notice is given by the authority of termination of employment, on the grounds of incapacity or some other reason, to an employee who has exhausted their entitlement to full or half pay, they shall be paid full salary for the notice period.

**h. Third party claims**

If an employee is unable to work following an accident off duty involving a third party and will receive sickness allowance, any claim made against the third party should include an amount in respect of loss of earnings, the amount to be advised by the payroll department. If the employee receives compensation, the sickness allowance paid to the employee must be repaid to the Authority, subject to the amount being recovered not exceeding the amount of the compensation or damages paid.

**i.** **Disqualification from sickness allowance scheme**

The employee may be disqualified from receiving sickness allowances under the scheme where sickness absence is attributable to;

* active participation in professional sport,
* the employee’s own misconduct,
* injury whilst working in the employee’s own time for private gain, or for another employer,
* where it is reported to the Authority that the employee has engaged in action likely to hinder their recovery, subject to proper investigation of the report,
* disqualification may also occur if the employee has failed to comply with the notification requirements of the scheme.

**j.**  **Medical examination during a period of sickness absence**

The Authority may at any time require an employee who is unable to perform their duties as a consequence of illness to submit to an examination by a medical practitioner nominated by the Authority subject to the provisions of the Access to Medical Records Act 1988 where applicable. Any expenses incurred in connection with such an examination shall be met by the Authority.

**13. HEALTH AND SAFETY**

There are full regulations that set out health and safety responsibilities to employees, pupils, contractors, volunteers and any member of the public who visits the school premises.

**Headteacher requirements**

The headteacher must ensure that;

* there are safe working procedures in place to minimise and prevent harm, of which everyone on the school premises is aware.
* safe working environments and equipment are provided for use.
* competent people are employed and given adequate training in health and safety matters.

**Employee requirements**

Employees must ensure that;

* reasonable care is taken for all health and safety matters.
* visitors to the school are briefed about emergency procedures and adhere to health and safety requirements.
* Any incident, near miss or accident is reported, regardless of whether it actually caused harm. The accident reporting form should be publicised and easily accessible by all staff.

###### Emergency procedures

The school should ensure that emergency procedures are well advertised within the school (first aid, fire and terrorist threats, accidents) and that all staff are adequately briefed at the start of their school induction and at regular intervals in their school career.

**Employee welfare and stress**

All employees have the right to work in a safe environment, which includes freedom from physical and psychological harm such as verbal abuse or stress. The school is advised to implement robust procedures for dealing with intimidating behaviour, whether delivered by staff, parents or pupils. Techniques for stress management include stress audits and open dialogue between employees and the headteacher and deputy headteacher and Governing Body about their psychological wellbeing.

# 14. ANNUAL LEAVE ENTITLEMENT – SUPPORT EMPLOYEES (52 WEEKS)

The annual leave year is 1 April to 31 March although some schools operate a leave year of September - August. **The leave entitlement on this and the next page relates to staff working a full 52 week year only**. In addition to public holidays, annual leave entitlement is as follows:-

|  |  |  |
| --- | --- | --- |
| Grade | Basic Entitlement from June 2015 | Entitlement related to service from June 2015 |
|  |  | at least 5 years | at least 20 years |
| Up to and including Grade 5 | 23 days  | 28 days\*  | 31 days\*  |
| Grades 6 and 7 | 24 days  | 28 days\*  | 31 days\*  |
| Grades 8 and 9 | 25 days  | 28 days  | 31 days  |
| Grade 10 | 26 days  | 29 days  | 32 days  |
| Grade 11 and above  | 27 days  | 30 days  | 33 days  |

\* Note that from 1 June 2015 leave entitlement has increased by 1 day due to the implementation of the Council’s Pay & Allowances Framework 2015.

a. Additional leave entitlements related to the length of service are granted when 5 and 20 years’ service is complete. The additional leave must be added pro rata to the amount of the leave year outstanding when the employee qualifies. The additional leave will be expressed in whole days rounded down where necessary. (Ref. NJC for Local Government Services Circular 4/99). **Please note it is the school’s responsibility to update leave entitlement when employees achieve 5 and 20 years’ service. The school must inform the payroll provider in respect of term time only employees, as the increased entitlement will impact on the paid weeks figure.**

b. All continuous Local Government service counts for the purposes of calculating annual leave. This includes service with:

* a local authority
* a school where a local authority is the employer
* or any other body identified as an associated employer under the Redundancy Payments (Local Government) Modification Order 1983 (as amended) - which will cover some NHS, university, housing association, FE college and policy support staff roles;

Details of the modification order are at:

<http://www.legislation.gov.uk/uksi/1999/2277/pdfs/uksi_19992277_en.pdf>

For service with different schools/authorities to be continuous there must be a break of no more than one week (Sunday to Saturday) between two contracts, or continuity will be broken (except where there is a redundancy and a new job is taken up within 4 weeks). Please note that school closure periods do not count as breaks in service.

A local agreement is operated by SCC in relation to aggregated service (which will apply where the Council is the employer):

All local authority service, service with Hampshire Constabulary (support staff) and the Hampshire Fire Service, whether continuous or not, will count towards annual leave entitlement (this is aggregated service). Service with any local authority (District, City, County, Parish, Metropolitan or Borough Council or “New Town” Council) is recognised.

c. Leave is not normally to be taken during the first 6 months of service although exceptions may be approved to honour previously arranged period(s) of leave, avoid accumulations of leave or the need for leave to be carried forward into the next leave year.

d. Part-time staff shall be granted leave on a pro-rata basis, calculated in hours rather than days. The formula is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Number of hours worked | x | Full time hours in working day | x | Annual entitlement in days |
| Full time working hours |  |  |  |  |

 *Example: Employee works 15 hours per week, where the full time equivalent annual leave entitlement is 24 days.*

 *15 x 7.4 x 24 = 72 hours leave*

 37

e. Leave must be taken by agreement with your headteacher or a delegated representative. Individual contracts of employment state whether the approval of leave is subject to the requirements of the school and / or is expected to be outside of term time. This will depend on the nature of the post.

# Pro-Rata apportionment for new support employee appointments (52 weeks)

In their first year of employment employees accrue leave at the rate of 1/12th of their annual leave, in advance, on the first day of each month of employment.

For a full time employee who started on 1st April but left on the 16th May should be credited with 46/365 of their leave entitlement, e.g. 46 x 23 = 2.90 days (round up to 3 days).

 365

If a full time employee commences on 5th September they are entitled to 208/365 of their leave entitlement, e.g. 208 x 23 = 13 days

 365

If the employee is part time, then the above calculations need to be pro rata.

## Leave entitlement on termination

Please use the calculation process above.

**15.** **CODE OF CONDUCT AND DISCIPLINARY RULES FOR STAFF WORKING IN SCHOOLS**

The Governing Body of this school is committed to ensuring that all staff at the school should be treated in a fair and consistent manner. This approach requires that the Governors should specify the types of misconduct that could warrant consideration under the school’s disciplinary procedure.

The following disciplinary rules have been developed by the LA in consultation with the relevant trade unions and professional associations, and have been adopted by the Governing Body. A copy of this code should be supplied to all employees.

**Wherever possible, discipline problems will initially be dealt with by informal counselling by the headteacher or senior manager**. Where this does not lead to the desired improvement in the standard of behaviour, or the matter is sufficiently serious, the disciplinary procedure will be operated.

**The list below is not exclusive or exhaustive**. It is intended to give examples of the types of conduct which could warrant categorisation as “misconduct” or “gross misconduct”. Gross misconduct is defined as alleged actions which are of such a nature that the continued presence of the employee at the place of work cannot be tolerated whilst the matter is being investigated and, if proven, could lead to summary dismissal.

It is important to note that misconduct or gross misconduct can arise out of either an act or an omission on the part of the employee, such that negligence amounting to a breach of contract will be included under the term misconduct.

**Each instance of alleged misconduct will be investigated thoroughly, and the circumstances surrounding the alleged action will determine whether it will be treated as misconduct or gross misconduct**. It is expected that the employee will be made aware when an alleged action is being treated as potential gross misconduct for the purposes of the disciplinary procedure.

**a. General conduct**

Employees are expected to conduct themselves at all times in a manner which supports the ethos of the school, and will maintain public confidence in their integrity and the service provided the by school.

**b. Examples of misconduct**

Poor timekeeping or persistent lateness

Failure to comply with sickness absence procedures

Unauthorised absence from work (excluding lawful industrial action)

Wilful failure to comply with school policies

Wilful failure to comply with a reasonable instruction from a member of senior management or line manager

Persistent rude or insubordinate behaviour towards colleagues or members of management

Acting in an aggressive or threatening manner

Harassment or intimidation which is not sufficiently serious enough to fall into the category of gross misconduct. (Further details and explanations can be found in the Disciplinary Procedure – see link at the end of this section)

Use of foul or abusive language

Misuse or unauthorised use of school facilities (to include telephones, photocopiers, computers and other equipment)

Installing or using unlicensed software on a school computer

Using school or Authority computers to access wider facilities (e.g. the Internet, social network sites) without authorisation, or to access non-work sites, especially those with material unsuited to use within a school (e.g. pornography, illegitimate drugs related etc.)

Persistent minor breaches of health and safety requirements or failure to observe agreed working procedures

Unauthorised removal of school property, or that of any of its employees or pupils

Wilful damage to or waste of school property

Knowingly being an accessory to, condoning or failing to report a serious disciplinary offence

Being unfit for duty due to consumption of either alcoholic drink or drugs, or consuming these on school premises whilst on duty. (Note 1: where dependency is suspected or intoxication is due to legitimately prescribed drugs, the ill-health procedure should be observed).

[(S093) Alcohol Misuse Management Guidelines v1.0](http://www.youngsouthampton.org/working-with-children/schools-guidance/schoolshr/policies/atod/alcohol_misuse_management_guidelines.aspx)

Unauthorised use or disclosure of confidential information (including that stored electronically) gained through employment at the school, or failure to protect such information from being disclosed. (This could also be regarded as gross misconduct)

Failure to disclose a pecuniary interest when asked to do so by the Governors, or when that interest could come into conflict with the work of the school (e.g. relationships with contractors)

Off-duty conduct which could conflict with the interests of the school or the Authority, or bringing the school or the Authority into disrepute (to include criminal offences committed whilst off-duty)

**c. Examples of gross misconduct**

Illegal copying of computer software, breaching copyright agreements

Making false statements or omissions to gain employment or other benefit at work (e.g. failure to disclose criminal convictions when legitimately required to do so, making false statements about qualifications)

Falsification of, damage to or tampering with timesheets or expenses claims, or other financial documents, amounting to fraud.

Deliberate falsification of pupil or school records or marks

Serious harassment, bullying or intimidation (including incitement), on the grounds of race, sex or disability, or on other grounds

Fighting and/or serious physical assault

Sexual misconduct at work

Persistent wilful failure to comply with a reasonable instruction from a member of senior management, or with explicit school policies

Serious breaches of health and safety requirements

Being under the influence of alcoholic drink or drugs where this is in direct contravention of a management instruction, in breach of a position of responsibility and trust, or constitutes a health and safety hazard. (See note 1 above)

Theft, or attempted theft, of money or property from the school or its employees or pupils

Malicious damage to school property

Serious criminal offences which undermine the employee’s ability to perform his or her job

Omission or conduct liable to lead to a serious loss of confidence in the school

Use of the employee’s position for an improper use