



INTERNATIONAL BRITISH PRIMARY SCHOOL

GRIEVANCE POLICY

Definitions

The term "**Principal**" also refers, where appropriate, to any other title used to identify the Principal.

The term "**Provider**" refers to any member of the staff, whether teaching or not (except for the Principal), employed to work solely at the school.

If the Principal, following consultation with the Board Chairman, considers that the Managing Director (MD) is not available for delegation of a specific capability matter, then the Principal will take the role of the **MD** for that specific case.

"**Lack of capability**" is defined as a situation in which a Provider fails consistently to perform his/her duties to a wholly satisfactory standard of performance over a period of time in accordance with their formal job or service description.

Guidance prior to using the Capability Procedure

If a Provider's performance is less than wholly satisfactory, as a first step the MD, or other person with line management responsibility for the Provider, will discuss with the Provider the shortcomings as specifically as possible. Structured information and systematic recording will inform the discussion. The Provider will be given a reasonable opportunity to comment and explain. In the course of these discussions, appropriate targets will be set and any appropriate remedies, e.g. in-service training, discussion with appropriate colleagues or professionals, will be considered and planned. The Provider will also be informed that his/her performance will be monitored over an identified and specified period. This will normally be four weeks. However, if the concerns relate to a lack of capability that poses a real risk to the health, safety or well-being of children, or is likely to result in serious damage to students' education or is considered a grievous shortcoming (as defined in the Provider's service contract) a shorter timescale or immediate action may be appropriate. In extreme cases, the MD may decide to initiate formal procedures immediately if to do otherwise would expose students to serious risk in terms of their health, safety, well-being or educational prospects.

At this stage an oral warning may be given, that if wholly satisfactory performance is not achieved within a defined period this could cause the matter to be dealt with under the formal procedures set out below. An oral warning is not part of the formal procedure that follows. **There is no appeal against an oral warning.** Continuing failure to achieve a wholly satisfactory level of performance following an oral warning would normally lead to formal action being taken in accordance with the procedures below.

Where a Provider is failing to perform to a wholly satisfactory level and guidance as indicated above has not brought about the desired improvement then the matter will be dealt with under the procedures below.

Time Scale (must be observed when the Provider is a Provider)

The time scale adopted will reflect the seriousness of the lack of capability. However, the overall period for improvement will not exceed the equivalent of one school teaching period from the date of entry into the formal procedures. Formal procedures commence on the date of the meeting at which a written warning is first issued.

In exceptional cases, it will not be appropriate or necessary to proceed through the first written warning stage of the procedure before a final warning can be issued. The decision to dispense with a first warning, however, would need to reflect the seriousness of the lack of capability of the Provider concerned.



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When there are genuinely extreme circumstances in which a period for improvement of one teaching period would seriously jeopardise the health, safety, welfare or education of pupils, the period for improvement may be reduced to a period of not less than four weeks.

In extreme cases, where it is clear that the health, safety or well-being of children, or is likely to result in serious damage to students' education or is considered a grievous shortcoming (as defined in the Provider's service contract) a shortened capability procedure was followed, a Provider may be suspended without pay. In such cases, the formal procedures would be suspended and a recommendation for dismissal made to the Principal, MD or Board.

Sickness absence and the use of this procedure

It is important that sickness absence should not be used to delay or avoid the use of formal capability procedures. If there are concerns that a Provider may be using sickness absence in this way then arrangements should be made to seek medical advice from a doctor to assess the Provider's health and fitness for continued employment at the school.

Following receipt of medical advice, consideration may be given to moving from this procedure to procedures used by the school to terminate the employment of the Provider on the grounds of ill health.

If a Provider's medical condition is not serious enough to warrant a consideration of termination of employment on the grounds of ill health, the Doctor could also be asked to assess whether a Provider absent through sickness is fit enough to attend a meeting under this procedure.

First Written Warning

If, after a reasonable period from the action taken as laid out in the above paragraphs, it is considered that the Provider's performance has not reached a wholly satisfactory level, the Provider will be required to attend a meeting with the MD.

The MD will write to the Provider at least five working days in advance to inform him/her about:

- a) the date, time and place of the meeting;
- b) the basic details of the concerns about the Provider's performance;
- c) the Provider's right to be accompanied by a workplace colleague or friend;
- d) the titles of enclosed copies of any documents to be used at the meeting;
- e) names of any witnesses to be called;
- f) his/her right to call witnesses on his/her behalf;
- g) The name and office of any adviser who will accompany the MD at the meeting.

At the meeting, the Provider (or his/her representative) will be given a reasonable opportunity to comment on the concerns and to ask questions. At the conclusion, the MD will state his/her decision and will afterwards confirm this in writing to the Provider.

If the MD considers that the concern about the Provider's performance was justified, s/he will give the Provider a first written warning. The warning letter will make clear:

- a) the nature of the shortcomings in the Provider's performance;
- b) the period during which and the way in which the Provider's performance will be assessed;
- c) that failure to perform to a wholly satisfactory level may lead to a final written warning;
- d) that if the Provider's performance becomes wholly satisfactory before or by the end of the assessment period, the written warning will be disregarded.

The warning letter or documentation following the letter will also make clear



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- a) the support to be provided to the Provider;
- b) the improvements in performance that the Provider must demonstrate during the monitoring period and the kinds of evidence that will be sought to ascertain whether these improvements have been achieved;
- c) those aspects of the Provider's performance that will be assessed and by whom.

If the MD considers that the Provider's performance is still not wholly satisfactory by the end of the assessment period but that a final warning is not justified, s/he will call another meeting as outlined in the above paragraphs. The MD may decide to give the Provider a further written warning in accordance with the above paragraphs, rather than a final written warning, if s/he thinks this is fair and will be effective.

Final Written Warning

If the MD considers that the Provider's performance is still not wholly satisfactory, even if there has been some improvement, by the end of the assessment period, s/he will call another meeting as outlined above.

If, at the conclusion of the meeting the MD still considers that the Provider's performance is not wholly satisfactory, the MD may decide to issue a final written warning which will make clear over what period and in what respect the Provider's performance will be assessed and that failure to perform to a wholly satisfactory level will lead to a hearing before the Board, who has the power to dismiss.

Right of Appeal against a formal written warning

Due to the location and size of AIBPS there is no right of appeal against a formal written warning. The Provider as always has the inherent right to pursue a claim under the legislation of the jurisdiction he or she works in.

Notice of Dismissal

Following a decision to dismiss the Board will formally confirm that the Provider is to be dismissed, and in accordance with the terms of their service contract without notice or with pay in lieu of notice. Then, the Board will give written notice to the Provider within the guidelines of their contract and local legislation.

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