



Leave of Absence Policy

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(This policy supersedes all previous Leave of Absence policies)

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Amendments

Policy Date	New Version Number	Summary of change	Comments
15/02/2019	1.0	No changes made	
27/01/2021	1.1	No changes made	
02/02/2023	1.2	TUC agreement added	
30/01/2026	1.3	A few changes made	

Union Consultation

Date	Action (meeting, email etc)	Comments	Attendance
10/07/17	Meeting with Union Reps		UNISON, GMB, NASUWT, ATL, NUT

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1. Introduction

- 1.1 Although leave of absence is not an entitlement to a fixed number of days per year, the Trust recognises that there will be occasions when employees and other individuals engaged by the Trust may need time away from work to manage personal circumstances that cannot reasonably be arranged outside term time.
- 1.2 Except in emergency situations, requests for leave should be made in advance to enable the School / Academy / Trust to consider operational impact and arrange appropriate cover.
- 1.3 The amount and type of leave granted will depend on the reason for the request, statutory entitlement where applicable, and the operational needs of the Trust. Statutory leave entitlements cannot be refused.
- 1.4 All periods of leave of absence will be recorded and monitored on a rolling 12-month basis at Trust level to ensure consistency across academies.
- 1.5 Any individual suspected of abusing the provisions of this policy may be subject to disciplinary action or governance action, as appropriate, in line with Trust procedures.
- 1.6 This policy has been implemented following consultation with recognised trade unions and approved by the Trust Board.
- 1.7 This policy forms part of employees' contracts of employment where applicable and does not override the terms of staff who transferred under TUPE.
- 1.8 The purpose of this policy is to ensure that requests for leave are considered fairly, lawfully and consistently across the Multi-Academy Trust.
- 1.9 This policy applies to all employees regardless of length of service. Agency workers, contractors, Trustees, Members and Local Governors are not covered by this policy but may request time away from duties in accordance with governance or contractual arrangements.
- 1.10 This policy does not cover maternity, paternity, adoption, parental, shared parental or flexible working leave, which are addressed in separate Trust policies. Which can be found **[LOCATION]**.

2. Bereavement and compassionate leave

- 2.1 Employees are entitled to statutory Parental Bereavement Leave and Pay if a child has died or been stillborn after 24 weeks of pregnancy, and the employee or their partner:
 - a) are their parent or foster parent;
 - b) have had the child placed with them for adoption (whether by a UK adoption agency or from overseas);
 - c) are their intended parent under a surrogacy arrangement;
 - d) are the natural parent of a child who has since been adopted by someone else, and there is a court order allowing them or their partner to have contact with the child; or
 - e) look after the child in their home, other than as a paid carer, and have done so for at least four weeks (a parent "in fact").
- 2.2 This entitlement cannot be refused.
Parental bereavement leave can be one week, two consecutive weeks, or two

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separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

- 2.3 Employees may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
- a) they have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
 - b) they earn at least the lower earnings limit for class 1 national insurance contributions.
- 2.4 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.
- 2.5 The Trust will ask employees to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:
- a) their name;
 - b) the date the child died or was stillborn;
 - c) the dates of paid or unpaid parental bereavement leave taken; and
 - d) their relationship to the child.
- 2.6 In addition to statutory entitlements, up to five days' paid bereavement leave may be granted at the Trust's discretion following the death of a close relative.
- 2.7 Up to five days' paid compassionate leave [in any 12-month period] may be granted to support employees assisting where a close relative has died, is critically ill with a life-threatening illness or has suffered a life-threatening injury.
- 2.8 Close relatives include a spouse, civil partner, partner, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, sibling, step-sibling, or sibling-in-law. Discretion may be exercised for other significant relationships.
- 2.9 Requests should be made to the Headteacher or Trust Executive Leader as soon as reasonably practicable.
- 2.10 Any refusal of discretionary bereavement or compassionate leave will be confirmed in writing, with a right of appeal to the Chief Executive Officer or Chair of the Trust Board, as appropriate.

3. Time off for dependants

- 3.1 Employees have a statutory right to a reasonable amount of unpaid time off to deal with emergencies involving dependants, in line with the Employment Rights Act 1996.
- 3.2 A dependant is defined as a spouse, civil partner, child, parent, or a person who reasonably relies on the employee for care or assistance.
- 3.3 Reasonable time off is normally limited to one day per incident to enable alternative arrangements to be made.
- 3.4 The first day of absence relating to a sick child may be paid, up to a maximum of five days per annum, to allow childcare arrangements to be put in place.
- 3.5 Employees must notify their line manager as soon as reasonably practicable of the reason for absence and expected duration.

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4. Domestic reasons

- 4.1 Up to five days' leave (paid or unpaid) may be granted for urgent or exceptional domestic reasons, subject to operational requirements.
- 4.2 Employees are expected to use annual leave where they have reasonable control over the timing of the event.
- 4.3 Requests should be submitted to the Headteacher or Trust Executive Leader or retrospectively notified in emergency situations.

5. Health and welfare

- 5.1 Employees should make routine medical appointments outside working hours where possible. Where this is not practicable, reasonable paid time off may be granted, subject to evidence.
- 5.2 The Trust supports preventative health screening and will normally grant paid time off for such appointments.
- 5.3 Requests relating to pregnancy, adoption, disability or fertility treatment will be considered in line with relevant statutory and Trust policies and with due regard to equality obligations.

6. Interviews

- 6.1 In cases of redundancy, up to five days' paid leave per academic year may be granted to attend interviews or visits for alternative employment.
- 6.2 Evidence of interview attendance may be requested.

7. Public duties, jury service and reservist duties

- 7.1 The Trust supports employees undertaking public duties and reservist commitments in accordance with statutory obligations.
- 7.2 Paid leave for such duties is discretionary unless required by law.
- 7.3 Reservist mobilisation and reinstatement rights will be managed in accordance with legislation.
- 7.4 Employees should inform their **[line manager]** as soon as possible in writing, of any duties notification and provide a copy of the relevant documents.

8. Trade union duties

- 8.1 Employees are entitled to reasonable time off for recognised trade union duties and activities in line with legislation and ACAS guidance.
- 8.2 Detailed arrangements for trade union recognition, facilities and machinery for consultation are set out in a separate Trust agreement and are incorporated by reference.

9. Religious observance

- 9.1 Employees may be granted up to two days' paid leave for the observance of religious festivals, subject to prior notification and operational need.

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10. Unpaid special leave

- 10.1 Unpaid special leave may be granted in exceptional circumstances for personal or family reasons not covered elsewhere in this policy.
- 10.2 Requests must be submitted in writing and will normally require a minimum of one year's service.

11. Equality and consistency

- 11.1 Decisions under this policy will be made with due regard to the Equality Act 2010.
- 11.2 HR may review decisions to ensure fair, consistent and non-discriminatory application across the Trust.

12. Review of policy

- 12.1 This policy will be reviewed every two years, or sooner where required by changes in legislation or statutory guidance.

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Appendix 1

REQUEST FOR LEAVE OF ABSENCE

SECTION 1 – To Be Completed By the Employee

Name: _____

Post: _____

I request leave of absence on the following date(s)

For the following reason:

(If there is insufficient space please continue on the reverse)

Signed: _____

Date: _____

When this section has been completed the form should be given to the line manager who will liaise with the Headteacher/COO. The form should then go to the CEO.

SECTION 2 – TO BE COMPLETED BY THE RELEVANT PERSON

- i) This request for leave of absence is granted with pay
- ii) This request for leave of absence is granted without pay
- iii) This request for leave of absence has not been granted for the following reasons:

Number of days leave of absence already granted in the 12-month period

Signed: _____

Date: _____

A copy of the completed form should be returned to the applicant

Appendix A: Model Agreement for Academies in England, July 2015

Model Agreement for Academies in England

Trade Union Recognition and Facilities and Machinery for
Consultation and Negotiation



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MODEL AGREEMENT FOR ACADEMIES IN ENGLAND

TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

INTRODUCTION

In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy. This move, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and (name of school), particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

PARTIES, COVERAGE AND DEFINITIONS

The following trade unions are covered by this agreement:

the teacher unions (NAHT, NASUWT and NEU) and the unions representing support and other professional school staff (GMB, UNISON and Unite); [other trade unions as may be agreed].

This agreement applies in respect of employees in the following categories:

teaching staff (NAHT, NASUWT and NEU);

support and other professional school staff (GMB, UNISON and Unite); [other categories of staff as may be agreed].

Throughout this agreement, the following definitions apply:

“The Academy Trust” means the governing or other body responsible for the running of the Academy Trust and other persons or bodies having responsibility for the management of the Academy Trust, typically the Trustees, and its academies, typically local governing bodies and Principals; “The trade unions” means the recognised trade unions as listed above; [other definitions as appropriate].

PRINCIPLES AND OBJECTIVES

The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.

This agreement is intended to promote and assist in the establishment of: jointly agreed pay and conditions of employment;

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good practice with regard to matters of employment and health and safety; effective communication;

participation and involvement of staff;

effective and prompt resolution of issues and disputes;

equal opportunities in employment; and

arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

This agreement is intended to be implemented alongside the obligations that the Academy Trust must meet in accordance with the TUPE regulations.

The trade unions recognise that it is the Academy Trust's responsibility to plan, organise and manage the delivery of education to the students at the Academy Trust.

In turn, the Academy Trust recognises the trade unions' right to represent and protect the interests of their members employed in the Academy Trust's academies both individually and collectively.

The Academy Trust believes that representative trade unions help ensure good employee relations. The Academy Trust will encourage employees to become union members and will inform new appointees of their right to join a trade union as part of the trust's induction process. The Trust will also provide opportunities for trade unions to address new employees including ITT, trainees and students.

The Academy Trust and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

TRADE UNION REPRESENTATIVES

For the purposes of this agreement, the term "trade union representatives" includes Trust/workplace representatives, health and safety representatives and learning representatives.

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Academy Trust in writing of the names of their appointed representatives.

The numbers of trade union representatives appointed shall be a matter for each union but the trade unions agree that the numbers shall be reasonable in relation to the number of members represented. The Academy Trust will not decline to recognise appointed trade union representatives.

Trade union members have a statutory right to be represented by an official of their trade union. Whether that official is employed by the union or locally elected is a matter for the trade union.

The Academy Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

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The Academy Trust agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

Time off with pay for trade union representatives

The Academy Trust will permit trade union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties for members of Education South West or for Regional Duties in discussion with the full-time official.

The Academy Trust will also permit trade union representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied.

The Academy Trust will seek to ensure that all meetings convened by the Academy Trust or by the Principal and involving trade union representatives take place within their normal working hours.

The Academy Trust will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide time off with pay to any of its employees who undertake trade union duties in that capacity.¹ Education South West already pays into the facilities agreement.

The Academy Trust and the trade unions are committed to ensuring that trade union representatives receive appropriate training to allow them to discharge their trade union duties. The trade unions will provide appropriate training to their representatives. The Academy Trust will permit trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies and no reasonable request will be denied.

Other facilities for trade union representatives

The Academy Trust will provide the following facilities to trade union representatives:

reasonable accommodation to hold meetings and to interview members in a confidential manner; confidential access to and reasonable free use of telephone, and email facilities and computing and photocopying facilities;

reasonable access to administrative and secretarial services; secure

office/storage space;

individual notice boards in all staff rooms; space

on the academy intranet;

all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Academy Trust, the articles of government, the funding agreement and

¹ An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

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documents that set out the pay, conditions of service and the regulations of the Academy Trust which apply to the employees of the Academy Trust.

Trade union meetings

The Academy Trust will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The trade unions will give reasonable notice of such meetings to the school leader and will not hold such meetings unless the headteacher is first made aware. The Academy Trust will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of employed officials or local representatives of the trade union at such meetings.

The Academy Trust will allow trade union members to hold and attend such meetings on the premises within their normal working hours, where appropriate to the urgency or nature of the matters to be discussed. Trade union representatives will give as much notice as possible to the Principal when seeking consent for such meetings. The Academy Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

In accordance with the ACAS Code of Practice the Academy Trust will allow, in consultation with Trust leaders, trade union representatives and members reasonable time off with pay during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences.² The Academy Trust will allow trade union representatives and members reasonable time off with pay during working hours to attend annual conferences and other policy-making conferences of their trade unions as a delegate and this will in all cases be time off with pay.

Disciplinary action involving trade union representatives

The Academy Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted. This does not include informal action.

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

The Academy Trust will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation and negotiation (including information required for collective bargaining and consultation in accordance with the ACAS Code of Practice). The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.

The Academy Trust and the trade unions agree to set up a Joint Negotiation and Consultative Committee (JNCC) consisting of representatives of both sides (see annex 1) to undertake the following functions:

² An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

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the provision and sharing of information by the trade unions and the Academy Trust; consultation on employment procedures and working and organisational arrangements; negotiation and agreement on the issues listed below for consideration by the JNCC.

Before implementing any changes in employment procedures and working and organisational arrangements, the Academy Trust will undertake consultation and negotiation with trade union representatives through the JNCC.

The following matters shall, in particular but not exclusively, be considered by the JNCC³:

negotiating machinery and procedures;

terms and conditions of employment;

staffing and pay structures; employment

policies and procedures; matters of

health and safety;

operational issues affecting the deployment, security and prospects of staff; staff

training and development;

professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc;

equal opportunities matters.

In regard to these items, the following will apply:

- a) where at the point of transfer national terms and conditions apply, the Academy Trust will employ all staff on the national terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- b) where at the point of transfer terms and conditions apply that have been agreed with all unions, the Academy Trust will employ all staff on the agreed terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- c) where at the point of transfer, terms and conditions apply that have not been agreed with all unions, the Academy Trust will undertake, as part of this Agreement, to reach agreement with all unions on the terms and conditions for school teachers and support staff.

Within each Academy school, the Principal will schedule a termly meeting with workplace trade union representatives, and hold additional meetings as necessary, for the discussion of relevant issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. Each Academy school will be bound by the provisions, policies and procedures agreed by the Trust JNCC, except where protections under the TUPE Regulations apply.⁴

The Academy Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JNCC for resolution.

³ A model constitution for a Joint Consultative and Negotiation Committee is available on the TUC website, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

⁴ This optional provision is for use in academy chains to establish arrangements at both Trust-wide and individual academy level. In free-standing academies, and in smaller academy chains where trade unions do not think it necessary to have two-tier arrangements, this provision can be deleted.

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FAILURE TO AGREE

The Academy Trust and the trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.

If the Academy Trust and the trade unions cannot reach an agreement, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Either party may determine that a matter is referred to ACAS for conciliation. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

Whilst these procedures are being followed the Academy Trust will honour the status quo ante.

[COMMENCEMENT], REVIEW AND VARIATION

[This agreement comes into effect on the following date: date
as appropriate].

The provisions of this agreement may be reviewed at the request of either side or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNCC.

The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNCC; or through 12 months' notice of termination from the Academy Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JNCC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

ANNEX 1

Constitution for the Joint Negotiation and Consultative Committee (JNCC)

Title

1. The Committee shall be known as the [Academy Trust] Joint Negotiation and Consultative Committee or [Academy Trust] JNCC.

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

Representation at Meetings

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3. The identification of representatives of the Trust is the prerogative of the Trust Board but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JNCC meetings.
4. Consultation and negotiation where appropriate will take place through the JNCC. Sub groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff. These sub groups will only be formed by joint agreement and will report back to the full JNCC.
5. Each party shall inform the other party promptly of any changes in representation.
6. Substitute representatives shall be permitted for both parties where necessary but each party shall seek to ensure that its nominated representatives attend all meetings.
7. Each party shall be entitled to be accompanied by an adviser with speaking rights.
8. If it is felt helpful to facilitate discussions, full-time officials of any of the recognised unions may attend by invitation of the Chair and agreement of the Trust and other unions.
9. The office of Chair will rotate annually between the Trust and the Trade Union Team. The other Team will provide a Vice-chair.

Meetings

10. Each party shall nominate a Secretary who shall be responsible for liaising with the other on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.
11. Meetings shall be held at least once a term. A calendar of meetings for the calendar year shall be drawn up no later than at the last meeting of the previous calendar year. The date and agreed agenda shall be sent to members at least ten working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by both parties.
12. Special meetings shall be held where either the Trust or Unions submits a request in writing. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.
13. Each party shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
14. The quorum for all meetings shall be 2 of the Trust representatives and 3 of the Union representatives.
15. Administrative support to the JNCC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. That the agreed minutes of all meetings shall be submitted to the Board of Directors and Local Governing Bodies of the Trust and its Academies for information.