

# **EMPLOYMENT POLICY**

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# 1.0 Introduction

We are pleased that you are considering employment at Blyth Academy.

This handbook was prepared to acquaint you with the various policies of Blyth Academy. It is intended to give you a better understanding of your responsibilities and the conditions under which you work. This handbook contains a description of its mandate, functions and operations, and the rules and regulations governing the workplace. This document should answer the questions most frequently asked by employees and serve as a "ready reference" for you. The policies and practices included in this handbook may be modified at any time, which you will be informed of as soon as possible when this occurs.

Please read the terms and conditions carefully before accepting employment.

# 2.0 Definitions

For ease of reference, the following is a list of mostly used terms and acronyms in this document:

BA: Blyth Academy.

**Employee:** A person employed by Blyth Academy.

**Sponsored Employee:** A person who is both employed and sponsored to be working/living in Qatar, by Blyth Academy.

**Employee on Single Status:** A Blyth Academy employee whose current contract reflects that he/she is unmarried with no dependents. It is the responsibility of the employee to update BA of any change/s on this status. Any change/s on an employee's status that directly affect any benefits and allowances will be reviewed by the Management. Change/s can only be applied on the employee's succeeding contract, should the employee and BA both agree for a contract renewal.

**Employee on Family Status:** A Blyth Academy employee whose current contract reflects that he/she is legally married with or without dependents, it is the responsibility of the employee to update BA of any change/s on this status. Note though that any change/s of the employee status that occur during his/her contract period will not in any way affect or negate the stipulations of the employee's benefits and allowances that were already agreed upon. Any change/s on an employee's status that directly affect any benefits and allowances will be reviewed by the Management. Change/s can only be applied on the employee's succeeding contract, should the employee and BA both agree for a contract renewal.

**Teachers:** A person employed by Blyth Academy who is responsible for the delivery of their assigned grade or subject curriculum.

**Non-Teaching Employees:** All administrative staff (i.e. Receptionist; Admissions Manager; Finance Manager; Accountant; HR Officer; Facilities in Charge and Supervisor; IT Administrator and Assistant; Teaching Assistants; PRO; and marketing staff) employed by Blyth Academy.

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**Next of Kin of an Employee:** Parent, sibling, spouse and child(ren) only.

Single Allowance/Benefit: Allowance or benefit that is applicable to an employee on single status.

Family Allowance/Benefit: Allowance or benefit that is applicable to an employee on family status.

**Dependents:** The immediate family member/s of the employee's household, also living in the state of Qatar, who are composed of the following:

- Legal spouse.
- Children under the age of 18 years.

**Separation:** The disengagement of the employee from BA, which may either be initiated by the company or by the employee.

# 3.0 Terms of Employment

**Teachers:** The start date of your contract is set to accommodate staff orientation week. Attending orientation is a **mandatory requirement**. The agenda includes academic planning, professional development, orientation to Blyth Academy, classroom set-up and team building.

**Teachers:** The employment agreement may be renewed after the existing contract expiration date for an agreed upon term unless terminated by either party giving to the other, written notice of not renewing their contract for the next academic year, by **March 1**<sup>st</sup> of the current academic year.

**Non-Teaching Employees:** Start date, renewal, termination as well as written notice information and requirements are stipulated in individual employee's contracts.

# 3.01 - Contract Acceptance

An employment contract will be executed between the employee and BA stipulating the job title, remuneration (salary, allowances, benefits etc.), and the terms and conditions of his/her employment with Blyth Academy.

Moreover, the following documents will also be shared, of which the employees acknowledge that these were read, understood, and that they have completed any required training, as applicable. Employees further agree to faithfully follow the precepts of these documents and understand that failure to do so may result in the immediate termination of their employment agreement.

- Alberta Teaching Quality Standards (where applicable).
- Job description.
- Blyth Academy Staff Handbook.
- Blyth Academy Policy Handbook.
- Blyth Academy New Teacher Orientation Handbook (for new teachers).

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 Any other documents deemed necessary by the Head of School and Blyth Academy to fulfill Alberta and Qatari accreditation requirements.

# 3.02 – Probationary Period

Employees are subject to a probationary period at the start of employment with BA for **3 months**. If applicable, details of the probationary period will be stipulated in individual employees' contracts. During this period, the appropriate Department Manager will monitor job performance to ensure the employee fulfills the requirements of their job description.

During the probation period BA may terminate the employee with a minimum of **3 days' notice**, if it is deemed they are unable to fulfill their job requirements, according to Qatar Labor Law.

If the employee is successful during the probation period, it shall be calculated as part of the employee's total contractual service period. The Head of School and HR will then issue an official letter of probation completion to the employee.

# 3.03 - Employee Certification and Qualifications

**Teachers:** The employee agreement is subject to the employee being a licensed teacher (K-12) and applying for and receiving Teacher Certification or Letter of Authority as applicable from Alberta Education and/or Qatar Ministry of Education to teach the K-12 Alberta curriculum and/or Qatar Ministry of Education curriculum. The employee must continue to hold the necessary qualifications in accordance with all applicable statutes and the regulations administered by the Alberta, other Provincial Ministries of Education (the "Minister") and/or Qatar Ministry of Education throughout the duration of the contract. All costs incurred related to obtaining either a Letter of Authority, IPC (Interim Professional Certificate), and/or PPC (Permanent Professional Certificate) from Alberta Education is the sole responsibility of the employee. If an employee completes and receives their PPC certification while employed with Blyth Academy, they may apply for reimbursement of the *Evaluation of Teacher for recommendation regarding Permanent Professional Certification* fee only, at the start of their renewed contract. BA reserves the right to deduct the amount of the above fee from the employee's end of service gratuity if they do not fulfill their contractual period.

**Non-Teaching Employees:** The non-teaching employee agreement is subject to the employee having the necessary qualifications and certifications to complete the duties of their role in accordance with all applicable statutes and the regulations administered by government and professional agencies and the employee holding those qualifications and certification throughout the duration of their contract.

### 3.04 - Police Reference Checks

The employee agreement for all staff and faculty is subject to the employee providing a clear Criminal Records Check. The employee acknowledges and agrees that the Records Check is to be completed, within 6 months, before the commencement of the contract. In the event the Records Check is returned with a criminal offence, BA reserves the right to void or renegotiate the employee agreement. The employee is also responsible to inform the school if any criminal offense is recorded against him/her at any time and in any country, in which case BA reserves the right to void or renegotiate the contract.

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# 3.05 – Employment Documents for Local Hire Employees

Any documents or permits required for employment by the State of Qatar and any relevant Ministry, are the responsibility of the employee's sponsor to provide and pay for.

# 3.06 - Ethics and Confidentiality

BA Management desires to create an environment that is dignified, pleasant, and conducive to professional work. Such an environment calls for the adoption and observance of certain standards of propriety, refinement, and formality that, along with competence and moral integrity, mark a true professional. Employees are encouraged to foster a work atmosphere conducive to productivity. They should perform whatever tasks they have in hand with order, intensity, and consistency.

Employees shall comply, while a resident in the State of Qatar, with all applicable laws and regulations of the State of Qatar, including the Ministry of Education and Higher Educations code of Ethics for Private Schools and Kindergartens, and shall respect the cultural, religious, and social customs thereof. Employees are required to keep BA's confidential matters in strict confidence. Documents of confidential nature should not be kept on the desk when leaving the premises at the end of the day or be taken out of BA. BA prohibits the public disclosure of all confidential information.

#### 3.07 - Misconduct

Under no circumstances should any BA employee be under the influence of alcohol, drugs, or other controlled substances in the workplace. Employees who violate this policy are subject to disciplinary action, including dismissal.

Employees should understand that any form of sexual harassment will not be tolerated. BA will take all steps necessary to prevent this from occurring in the workplace. Any violation to this policy will lead to disciplinary action including dismissal.

### 3.08 - Personnel File

The HR acts as the custodian of all employees' personnel records. To keep the records up to date, specifically the information that will have an impact on your employment status, the following information should be reported immediately to the HR Officer via a formal email:

- Change in name or surname.
- Change in civil status.
- Any change in address.
- Change in contact details (mobile number, phone number, email address, etc.).
- Any changes to, or copy of, a renewed passport.
- Change of beneficiaries.
- Employment status of the Spouse or dependents.
- An additional member of the family.
- A death in the family.
- Change in the name of person to be contacted in case of an emergency.
- A report on any special course or seminar completed, and any degree completed.
- Any other information which the employee wants included in his or her files.

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# 3.09 - Outside Professional Engagement

A private professional engagement refers to a project entered into by an employee whereby he/she performs some professional work for an individual or entity other than BA. BA employees are enjoined to devote their full professional time and expertise to working for the academic institution. As per Qatar Labor Law, before accepting any outside professional engagement, you should discuss the matter with the Deputy Head or Head of School to obtain clearance. The required clearance is solely for the purpose of enabling the company to determine whether the private professional engagement involves conflicts of interest and whether it will, in any way, impair or diminish the efficiency and productivity with which the employee concerned performs his professional duties at BA.

#### 3.10 - Dress Code

Employees are expected to dress in a professional and culturally respectful manner. This includes pants, dresses and skirts below the knee (leggings under dresses or long tops) and no tattoos, shirts with long and short sleeves (no bare shoulders) and dress shoes/sandals (no flip flops). Any casual attire is strictly forbidden during official working hours. No jeans or T-shirts are allowed during normal weekdays. Please refer to the *New Teacher Orientation* Handbook for more information.

#### 3.11 - Work Hours

Employees are expected to be at the school from 7:00 a.m. and remain until 3:00 p.m., Sunday through Wednesday, and Thursday is half day until 01:00 p.m. unless informed otherwise by the Head of School, Deputy Head or administrative manager when applicable.

**Teachers:** In order to meet the requirements of Alberta and Qatar accreditation and to ensure a dynamic school community, there will be other responsibilities and activities which will occur outside of regular classroom hours of which your participation and involvement is required. These may include, but are not limited to, extra-curricular activities, professional development, committees, academic meetings, staff meetings, parent-teacher meetings, student concerts, grade 12 graduations, etc., as necessary.

All non-job-related business must be conducted outside of working time. Friends, relatives, and others are asked not to visit Blyth Academy during working hours. All visitors may check in with reception.

# 3.12 – Prep Time and Class Coverage for Teachers

Full time teachers may be entitled to a minimum of 4 hours of prep time per week during school hours (7:30-2:15) for the planning and preparation of lessons. Teachers who are assigned to teach Diploma course(s) may be provided more prep time at the discretion of the Deputy Head and/or Head of School. Teachers will be assigned student support periods if prep time is more than the average.

All lesson plans and preparations for the following school day should be completed prior to leaving work each day.

If a teacher is out for the day or for an extended period of time during the day, the school will make arrangements for a substitute teacher to cover their classes, if at all possible. For instances when a substitute teacher is unavailable, the absentee teacher advised on short notice, or the requirement to substitute is just for a short period of time, etc., assistance of the available teachers will be required to cover the absentee teacher's classes during their prep or other non-teaching times.

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# 3.13 – Extra Curricular Activities for Teachers

Teachers are required to lead after school, extra-curricular activities with students during 3 of our 4 half semesters, each academic year, for a minimum of 1-hour each week. Teachers can choose to commit to more than 1 activity/hour each week if they like. Examples of activities are yoga; knitting; chess club; basketball; soccer; drama and/or set building; art classes; guitar lessons; and meditation. Activities are chosen based on teacher's strengths, experience and knowledge base.

# 3.14 – Required Evening Commitments

Employees are encouraged to attend all evening events, of which the following are mandatory for teachers: student/parent/teacher interviews; winter and spring performance/concerts; and grade 12 graduation.

# 3.15 – Professional Development for Teachers

Teachers are required to attend all professional development sessions held on Tuesdays between 12:30pm and 3:30pm, unless otherwise informed by the Head of School or Deputy Head. Appointments should NOT be made during this time.

# 4.0 Salary

It is Blyth Academy's desire to pay all employees a compensation that is competitive with other employers in the marketplace, in a way that will be motivational, fair and equitable. Compensations and benefits are based on a salary structure approved by Management. Individual employee salaries are private and confidential and employees are not to share this information with other staff members.

Salary will be stated in Qatari Riyals (QR) in employees' individual contracts. As per Qatar Labor Law, salaries shall be paid locally, in Qatari Riyal, on a monthly basis, over a 12-month period. Salaries are paid on or before the end of each calendar month.

If an employee resigns or is terminated before the end of their contract term, final salary payments will be calculated on a prorated basis.

Existing job descriptions and positions are reviewed regularly. BA reserves the right to make changes to these job descriptions and positions on the basis of any significant findings, such as but not limited to, an excess/shortfall in student enrollees which necessitates adjustments. Employees shall be provided thirty (30) days written notice of any changes or adjustments which may affect their position, job description or contract.

Changes in salaries may be implemented through:

- Pay Raise: Pay raise is an increase in an employee's salary that is associated with their performance at work. This raise is subject to the management's decision. Salary increments will not be given within the Academic year.
- **Promotion**: Increases due to promotion or re-classification are adjustments given when there is a change of position from one job to another of a higher classification.

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A *promotion* is defined as an advancement of an employee from one position to another usually accompanied by an increase in duties and responsibilities as authorized by law and accompanied by an increase in salary. The following guidelines are followed in the promotion selection process:

• Promotions are decided based upon job performance and evaluation; experience; education and if applicable, an internal interview.

# **5.0** Allowances and Benefits

Existing allowances and benefits are reviewed regularly. BA reserves the right to make changes to these allowances and benefits on the basis of any significant findings, such as but not limited to, an excess/shortfall in student enrollees which necessitates adjustments. Employees shall be provided thirty (30) days written notice of any changes or adjustments which may affect their allowances or benefits. Individual employee allowances are private and confidential and employees are not to share this information with other staff members.

Any allowances/benefits not listed in this section, will be incorporated into individual contracts.

Management reserves the right to make exceptions to the allowances/benefits grids/amounts.

### 5.01 - Responsibility Allowance

The Responsibility Allowance is paid to eligible teachers who are assigned an additional responsibility to provide academic/guidance/learning support to students and/or other employee's. Details are to be stipulated on individual employee contracts. Examples of such support positions may include, but are not limited to:

- Deputy Head.
- Guidance Counselor.
- APA (Alberta Programs Administrator).
- Elementary Lead.
- Department Heads and Coordinators (Athletics Coordinator, Arabic/Islamic Studies Department Head, Student Support Coordinator, etc.).

### 5.02 - Accommodation Allowance for Sponsored Employees

Eligible sponsored employees will receive an accommodation allowance (a universal benefit), details of which will be stipulated on individual employee's contract. BA does not provide any extra allowance/benefit for utilities, moving costs, leasing or deposits, etc. These, and all other costs associated with the monthly cost of living, etc., are the sole responsibility of the employee.

This allowance will depend on the current employment status as stipulated on the current contract (single or family status) and will remain the same until the end of the current contract. Any change/s on an employee's status that directly affects any benefits and allowances will be reviewed by the Management of which change/s can only be applied on the employee's succeeding contract should the employee and BA both agree for a contract renewal.

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As per Qatar Law, if the spouse of a Blyth Academy-sponsored employee works within the State of Qatar and receives an *accommodation allowance* or any allowance of similar nature, the BA employee will NOT be entitled for the same.

# 5.03- Transportation Allowance for Sponsored Employees

Eligible sponsored employees will receive a transportation allowance of 500 QR or provided by school bus during school hours, details of which will be stipulated on an individual employee's contract.

As per Qatar Law, if the spouse of a Blyth Academy sponsored employee works within the State of Qatar and receives a *transportation allowance* or any allowance of similar nature the BA employee will NOT be entitled for the same.

# 5.04 - Annual International Ticket Allowance for Sponsored Employees

Eligible sponsored employees will receive an annual return ticket to home country allowance (SGL / Y/Class), details of which will be stipulated on an individual employee's contract. The total allowance amount will be dependent upon the employee's current employment status as stipulated in the current contract, including the total amount that will be reimbursed for ticket/s purchased by the employee in accordance with his/her eligibility and will remain the same until the end of the current contract. Any change/s on an employee's status that directly affects any benefits and allowances will be reviewed by the Management of which change/s can only be applied on the employees succeeding contract should the employee and BA both agree for a contract renewal.

**Annual International Ticket Allowance**: Will be provided by BA for current and returning sponsored employees. A flight ticket will be from nearest international airport of the employee's home of record to Hamad International Airport, then back to nearest international airport of the employee's home of record.

The annual amount will be reimbursed to the employee at the beginning of the academic year through the BA Finance Department by submitting the official receipts of the air tickets purchased and the BA Expense Reimbursement Form. The claim will be subject to the approval of Management. Any amount in excess, including but not limited to flight rebooking, due to personal reason/s is the sole responsibility of the employee.

As per Qatar Labor Law, if the spouse of a BA sponsored employee works within the State of Qatar and receives an annual ticket allowance or any allowance of similar nature, the BA employee will NOT be eligible for the same.

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#### 5.05 -Expense Process

As outlined in employee agreements, all reimbursements for benefits allowances will only be made with valid receipts. Blyth Academy Qatar adheres to strict audit requirements and this is a mandatory requirement.

Complete the expense report provided by Finance personnel and submit the form with invoices and valid receipts to HR officer for approval of the Head of the school. All expenses will be processed with the monthly payroll and will be reviewed for final approval by managing director. Sample expense forms will be shared by the Finance department or HR.

# **5.06 Tuition Benefit**

Eligible employees will receive a tuition benefit as outlined below, if not currently covered by a sponsoring organization such as UDST, UCQ or Qatar Energy. Receiving this benefit is contingent on the student/s meeting the admissions standards at the school. The required information if applicable shall be shared in individual employee contract.

### **Sponsored Teachers / Local Hire Teachers / Non-Teaching Employees:**

- 50 % basic tuition fees for a maximum of 2 of the eligible employee's children.
- Other components of the tuition fee, such as but not limited to the following, are required to be paid for by the employee: registration fee, class supplies/stationery, agenda, textbooks and educational resources and if applicable, a transportation fee, etc. Details of this benefit are stipulated on individual employee contracts.

Should the eligible employee whose child(ren) receive/s either of the above mentioned tuition benefits, voluntarily terminate their employment with BA, within the Academic Year of the child(ren)s enrollment, the employee will need to pay the tuition fee that was subsidized by BA, subject to the prorated amount computation and/or approval of the Management.

As per Qatar Labor Law, if the spouse of a BA employee works within the State of Qatar and receives a *tuition benefit* or any allowance of similar nature, the BA employee will NOT be eligible for the same. Proof from the spouse's employer, in the form of an official letter printed on the company letter head, stating that the spouse does not receive this allowance/benefit, must be submitted in order for BA to pay it to the employee. If both spouses are teaching at BA, only one is eligible to receive this allowance/benefit for the family.

#### 5.07 - Liability Insurance

BA will provide insurance to cover third party liability and public in respect of the employee's duties under this Agreement.

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# 5.08 - Medical Benefits for Sponsored Employees

BA sponsored employees only will receive Medical coverage as per BA's medical insurance plan, which will commence at the start of the employees contract agreement. The details of this plan will be provided separately by the Finance and HR Department.

As per Qatar Labor Law, if the spouse of a BA sponsored employee works within the State of Qatar and receives a *medical benefit* or any allowance of similar nature that also covers the BA employee, the BA employee will NOT be eligible for the same. Proof from the spouse's employer, in the form of an official letter printed on the company letter head, stating that the spouse does not receive this allowance/benefit, must be submitted in order for BA to pay it to the employee. If both spouses are teaching at BA, only one is eligible to receive this allowance/benefit for the family.

#### 5.09 – Hamad Health Card

Should employees who are eligible through public health, wish to obtain a Hamad Health Card, the cost and arrangements of obtaining this card, is the responsibility of the employee. Procedures and further information are provided in the BA New Staff Handbook (Section 4.02).

# 5.10 - Dependent Documentation Costs (RP, visa, etc.) for Sponsored Employees

Sponsored employees will be responsible for all the necessary documentation cost of their dependents such as Visa, RP renewal and QID cost. The cost per dependent (as of January 2023) are as follows;

- Visa Approximately 300 QR.
- Medical screening approximately 100 QR.
- QID (Qatar Identification Document) approximately 1,220 QR.

It is mandatory for the employee to provide adequate information and/or documentation as requested by BA in order for the necessary documents and legalities to be processed. Cost are subjected to change according to new ministry rules. Any delays due to faulty and/or insufficient documentation, despite being requested by BA, that will result in any extra costs will not be covered by BA and will be the fully responsibility of the employee.

# 6.0 Leaves

### 6.01 - Sick Leave

As per Qatar Labor Law, employees will be entitled to sick leave with pay, for every year of service with Blyth Academy after completing their **initial 3 months** of employment with BA.

As per Qatar Labour Law, sick leave will be approved with a medical certificate as follows:

- For the first two weeks, the salary will be paid in full.
- After two weeks, the salary will be paid at half the employees wage.

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- Sick leave beyond four weeks will be unpaid until the employee resumes work, resigns, or is unable to continue work due to health reasons.
- The employee may be terminated after twelve weeks, if it has been proven by a report issued by a physician that the employee is unable to resume his/her duties.

#### \*Please Note:

- One week is equal to seven consecutive calendar days, not working days.
- The above periods represent the maximum per annum, based on the academic year. Unclaimed portions cannot be carried forward.
- A Leave Application Form must be submitted to HR the same day the employee returns to work.

If the employee is unable to report for work for two or more consecutive days, a medical certificate from a physician will be required and must be provided to HR on the same day they return to work. Failure to do so may result in unpaid leave.

The following scenarios may also require a medical certificate at the discretion of the Head of School, the Deputy Head and/or the HR Officer. Failure to do so may result in unpaid leave.

- A sick leave taken on a Thursday and/or Sunday.
- A sick leave taken day/s before or after a public holiday.
- A sick leave taken day/s before a filed leave.

Management reserves the right to request a medical certificate to be provided by any staff member even for absences of less than 2 days given that the sick leave has been a recurring scenario (i.e. had been on sick leave once a week for a period of three (3) consecutive weeks).

# 6.02 – Procedure for Requesting Planned Leave

For the purposes of this employment policy, planned leave is considered to be: leave for medical appointments; annual leave; personal days; religious pilgrimage; and maternity leave.

Requests for leave, for all employees, are required to be submitted to HR, on the BA *leave application form,* a minimum of 14 days prior to the start of any requested, planned leave.

In order to maintain a smooth running of the academic calendar and ensure the efficient functioning of the institution, management reserves the right to not approve and take disciplinary action for the planned leave of the following scenarios:

- Leave taken day/s before or after a public holiday: It is important for the staff to be present on the working days before and after public holidays to ensure that the academic calendar is not disrupted. The management may take disciplinary action against staff who take leave during these days, as it can lead to a lack of proper coverage for classes and other essential tasks.
- Leave taken day/s before or after a scheduled school break: Taking leave during the days before
  or after a scheduled school break can disrupt the academic calendar and create difficulties for
  the students and teachers. The management may not approve such leave requests and may
  impose disciplinary action if staff members insist on taking leave during these crucial periods.
   Non-Teaching Staff: All requests for summer holiday leave occurring during June, July and

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August, need to be submitted to HR a minimum of 2 months prior to the start of leave date. Unclaimed portions cannot be carried forward or reimbursed

A worker is not allowed to work for another employer during any of period of leave, and if there is evidence that the worker has violated this prohibition, the employer has the right to deprive the worker of wages for the leave period and recover any amount of wages paid during leave (Labour Law, art. 84)

All leave request forms are to be submitted directly to HR to begin the approval process. Final approval on any leave request is at the discretion of the Head of School and a copy will be provided to the employee once it has been reviewed. An explanation will be provided if a request is denied.

# 6.03 – Medical Appointments

Medical appointments should be booked outside school hours whenever possible. Unless it is an emergency or a serious illness, medical appointments should not interfere with work hours.

Teachers are required to attend all professional development sessions held on Tuesdays between 12:30pm and 3:30pm, unless otherwise informed by the Head of School or Deputy Head. Appointments should NOT be made during this time.

#### 6.04 - Annual Leave

BA recognizes the importance of granting every employee some respite from work in order to bring renewed vigor and enthusiasm to the job.

The Second Party is entitled to 30 days paid Annual Leave per year, after 1 year of employment with the First Party.

**Teachers:** Employees are entitled to school holidays, which form part of their paid annual leave, as determined by the BA Management. For avoidance of doubt, BA will require the employee to be present in Doha and available to attend work as per the current staff academic calendar. The student academic calendar, as approved by the MoEHE, may be different and would be applicable for students only.

**Non-Teaching Employees**: All requests for leave will be approved on an individual basis, taking into consideration; the academic calendar; scheduling of other administrative staff's submitted or previously approved leave requests; provision of adequate coverage in all administrative departments such as reception, admissions, finance and facilities; any other factors deemed relevant by the Head of School and/or the administrative manager. All administrative staff will be expected to help maintain adequate minimum coverage throughout all administrative departments during school holidays through staggering of staff leaves and lending aid in departments, other than your own, when deemed necessary by the Head of School and/or the administrative manager.

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#### 6.05 - Personal Days

Each employee may be granted 2 personal days per school year at the discretion of the Head of School. Personal days may not be attached to long weekends or holidays. Personal days are for extenuating circumstances only, such as family emergencies or legal appointments that cannot be scheduled outside the school day and these approved days are NOT additional holidays.

Requests for leave for personal days must be submitted to HR, on the leave application form, a minimum of 14 days prior to the leave start date.

# 6.06 - Maternity Leave

Maternity leave is an entitlement to employees who have completed a minimum of one year of service with BA. Maternity leave is up to 50 consecutive days of leave at full pay, including the off days taken before and after delivery, provided that the period following the delivery shall not be less than thirty-five days. This benefit is to be paid retroactive upon their return to work. This leave requires a medical note from an approved doctor stating the date of birth and health status issued by the licensed Physician. Further details of Maternity leave are determined by the provisions of the Qatari Labor Law.

Upon the completion of the paid maternity leave, if the female employee is unable to resume work due to medical reasons confirmed by a medical certificate or at the discretion of the Head of School, extension of the maternity leave may then be granted for up to 60 days as leave without pay.

**Health and Safety:** As your employer, we want to make sure that your health and safety is protected while you are working during your pregnancy and that you are not exposed to avoidable risks. If you have any concerns about your health and safety and your ability to perform any of your normal tasks at any time in the coming months, please let the Head of School know immediately or as soon as you can.

**Antenatal Care:** If an employee needs to take time off during working hours for antenatal care, the employee is required to give the Head of School as much notice as possible of the appointments. The employee may be required to produce evidence of appointments. Antenatal appointments should be booked outside school hours whenever possible. When not possible, preapproval from the Head of School is required.

#### 6.07 - Bereavement

In the event of a death of a next of kin (parent, sibling, spouse, child), the employee may be granted up to ten work days paid compassionate leave if outside Qatar and up to five work days paid compassionate leave if inside Qatar.

In the event of a critical illness of a next of kin of the employee (parent, sibling, spouse, child) which needs to be supported by a medical certificate, the employee may be granted up to ten work days paid compassionate leave if outside Qatar and up to five work days inside Qatar.

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# 6.08 - Other Leaves/Unpaid Leave

Leaves requested for any other reason/ unpaid leaves, may be granted at the discretion of the Head of School and must be submitted to HR on a *Leave Application Form* a minimum of 14 days prior to the start date of the requested leave. In order to maintain a smooth running of the academic calendar and ensure the efficient functioning of the institution, management reserves the right to not approve and take disciplinary action for the planned leave of the following scenarios:

- Leave taken day/s before or after a public holiday: It is important for the staff to be present on the working days before and after public holidays to ensure that the academic calendar is not disrupted. The management may take disciplinary action against staff who take leave during these days, as it can lead to a lack of proper coverage for classes and other essential tasks.
- Leave taken day/s before or after a scheduled school break: Taking leave during the days before
  or after a scheduled school break can disrupt the academic calendar and create difficulties for
  the students and teachers. The management may not approve such leave requests and may
  impose disciplinary action if staff members insist on taking leave during these crucial periods.

An employee will be responsible to pay the cost of a substitute teacher for the duration of the approved unpaid leave.

#### 6.09 - Substitute Procedures

When any employee will be away from school due to planned school related activities/meetings, please inform HR and the Deputy Head, Elementary Lead or Administrative Manager (as applicable) as soon as possible, in order to arrange any required coverage.

When an employee is away from school due to sickness, please follow the procedures listed below:

#### Teachers:

- Teacher must inform the HR and Head of department with official email as soon as they know
  they will not be able to attend work (preferably the evening before but no later than 6:00 am
  of day they will be absent). Provide them with your name and role at the school. Teachers may
  request a specific substitute however this is not guaranteed.
- 2. Teachers are responsible to confirm that they have received a timely response from the HR. If not, please notify the Deputy Head or Elementary Lead of your absence, as applicable.
- 3. HR informs the Deputy Head or Elementary Lead via official Email, about absences, prior to the start of the work day.
- 4. As soon as they inform HR of the absence, teachers must then email their sub plans to the HR and Deputy Head or Elementary Lead, as applicable.
- 5. Teachers sub plans should include lesson plans, supervision times, resource blocks, class times and any other relevant and/or important information. (Emergency plans should also be available for unforeseen long term absence.)
- 6. It is Head of Section responsibility to find a substitute teacher to cover absent teachers as required.

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- 7. It is Head of Section to forward sub plans and instructions to the substitute teacher via email or by providing hardcopies of plans.
- 8. HR records and tracks any absences.
- 9. Employee is to submit a *Leave Application Form* and their medical certificate (if applicable) to HR on the same day they return to work. Failure to do so may result in unpaid leave.

#### Non-Teaching Employees:

- Employee must inform the HR as soon as they know they will not be able to attend work (preferably the evening before but no later than 6:00am of day they will be absent).
   Provide them with your name and role at the school.
- 2. HR informs the Administrative Manager, via official Email, about absences, prior to the start of the work day.
- 3. Employee must email high priority responsibilities for the day to the HR and the Administrative Manager.
- 4. HR records absence.
- 5. Employee is to submit a *Leave Application Form* and their medical certificate (if applicable) to HR on the same day they return to work. Failure to do so may result in unpaid leave.

# **7.0** Immigration Process

# 7.01 - Visa and Residency Permit

Once your contract is signed, you will need to email copies of all required immigration documents to the school for processing of your Qatar Residency Permit (RP) as per the provided *Blyth Academy New Teacher Orientation Handbook*. Visa and Residency Permits can be time consuming and challenging in Qatar. You will be assisted through this process and patience is required.

Prior to arrival, staff should bring attested documentation, as per the *Blyth Academy New Teacher Orientation Handbook*, including (when applicable):

- All degrees, diplomas and certificates.
- Marriage certificates and divorce papers.
- Child custody papers.
- Criminal record checks.
- Student Report Cards for dependents.

The cost related to the attestation of above documents is to be paid by the employee. BA will cover the costs related in acquiring residency permit for the sponsored employees. Procedures and further information are provided in the BA New Staff Handbook (Section 4.02)

As part of the RP process, new employees are required to undergo a medical examination and provide fingerprints (as per the Qatari government) after arrival in Qatar, as a requirement for their Residency Permit (RP). This is to ensure fitness for the job and to provide evidence of being free from communicable diseases. BA will cover the costs of the medical examinations (chest x-rays and blood type). As part of this process, new employees are also required to be fingerprinted for the Ministry of Immigration records. This will also be arranged and paid for by Blyth Academy.

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# 8.0 Separation

# 8.01 - Resignation

Employee-initiated separation is commonly termed as resignation. An employee may terminate the employee-employer relationship by serving notice as stated in their employment contract in advance, completing the clearance procedures, and going through an exit interview.

#### 8.02 - Termination

BA may terminate an employment for any of the following causes:

- Where a shortfall in students necessitates a reduction in the teaching force, the employee's
  contract may be terminated, as per their individual contract, by written notice from BA. In the
  event of BA exercising its right to give notice of termination of employment, BA shall have the
  right to pay the appropriate emoluments in lieu of notice.
- The contract may be terminated forthwith by BA Management without notice and salary will only be paid for a period of 5 days from such termination. Possible scenarios (but not limited to) are as follows:
  - If the employee commits a breach of the employment contract; fails to follow their responsibilities as per their job description in their employment contract; and/or BA policies, procedures or guidelines as outlined in the terms of employment of the employment agreement.
  - o If the employee commits an act of gross misconduct.
  - o If the employee is incompetent in the performance of his/her duties.
  - If the employee is persistently absent without permission or without a medical certificate.
  - o If the employee is found to be in charge of a vehicle having consumed alcohol or drugs or any other offence against the laws and customs of the State of Qatar.
  - Violation of a criminal law by the employee or his/her dependents, including without limitation, any act of dishonesty or vandalism.
- The employer may terminate the contract of the employee without any compensation, if the
  contents of the curriculum vitae supplied to BA or any representations made by the employee
  prior to employment or during employment are found not to be true.

# 9.0 Disciplinary Procedure

# 9.01 – General Disciplinary Policy

It is Blyth Academy's policy to ensure that the employees at all levels, fulfil their duties and obligations in the right manner; failure to fulfil their duties and obligations will result in acts to protect BA's interests. In protecting BA's interests, it is BA policy to operate a set of standard disciplinary codes, which are applied in a fair and impartial manner.

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The HR, Deputy Head and Head of School should monitor any disciplinary action to the staff. The relevant Department Head or Coordinator should contact their immediate superior when he/she wants to give a verbal warning, written warning or consult on any further action. The verbal warning could be administrated by the Department Head, Deputy Head or Head of School and should then be noted in the personnel.

Written warnings should be handled carefully and professionally, and should be used as a step to improve the employee's performance, not to prepare for termination.

# 9.02 – Disciplinary Codes

**Verbal Warning:** This is usually the first step in less serious breaches of the Disciplinary Code. The immediate superior should meet with the employee privately and inform him/her about the breach that was conducted by him/her.

Written Warning: If an employee has failed to abide by an Initial Warning, or if in the opinion of the BA Management the nature of the Violation warrants the same, a Written Warning may be issued. Through this action, the employee is formally warned that unless he/she takes immediate steps to correct the Violation, more severe disciplinary action will follow. A copy of the written warning will be given to the employee and a copy will be kept in the employee's file for the next six months or until the employee's contract has ended or is terminated.

**Suspension:** When investigating serious breaches of the Disciplinary Code (i.e. breach which would result in immediate dismissal) and when considered necessary and helpful to the investigation, an employee may be suspended from work with no pay. As this action affects the employees earning, it is to be taken only after joint consultation between Deputy Head and Head of School. The Head of School will have the sole authority to take such action. Where the investigation does not result in termination of the employee's service, full pay may be restored at Management's discretion.

**Termination:** For particular violations (<u>Stated in employee contract clause 8. Termination</u>) or repeated violations, Management may terminate an employee with payment for the notice period and payment for end of service gratuity as per Qatar Labor Law.

#### 9.03 – Disciplinary Offences

The following are some examples of disciplinary offences included but not limited to:

- Unauthorized or excessive absence.
- Persistent lateness.
- Non-adherence to Blyth Academy workplace regulations.
- Being unreasonably uncooperative.
- Failure to observe the rules of Blyth Academy or the legitimate directions or orders from superiors to perform duties.
- Improper/bad conduct which disturbs the order and discipline of the office for other employee/s of Blyth Academy.
- Willful damage to Blyth Academy property or reputation through acts of serious misconduct or participation in such acts.
- Unauthorized removal of assets from Blyth Academy premises.

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- Conviction on a criminal offence.
- Falsification of employment data to obtain employment with Blyth Academy.
- Engagement or involvement in private business or employment to the detriment of BA Breach of Confidentiality.

# 10.0 Grievance Procedure

Any disputes concerning interpretation of the terms of this Agreement may be subject to an appeal under the following procedure:

- The employee will discuss the matter with the School's Management Team.
- If the employee is not satisfied with the outcomes of the discussion, he/she can appeal to BA's Managing Director.
- If the employee is not satisfied with the resolution of the dispute, he/she has the right to submit a written statement to the Managing Director, and the Managing Director will attempt to resolve the dispute; the Managing Director decision will be final.

# 11.0 Applicable Law

The controlling law for all procedures is the most recent edition of the Labour Law of Qatar (currently Law No (14) of the Year 2004, Fourth Edition 2018). In the event of any conflict that may arise between the contents of this manual and the interpretation of the prevailing law as given in any government, ministerial or executive order, the latter shall prevail.