



EMPLOYEE HANDBOOK

UPDATED 2020

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WELCOME TO OUR TEAM

We would like to wish you every success during your employment whether you have recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with children who attend our Nursery, their families, our suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

JOINING OUR ORGANISATION

A) DISCLOSURE AND BARRING CERTIFICATE (S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the Nursery. In the event that such certificate(s) are not supplied your employment with us will be terminated.

B) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Nursery any convictions or offences with which you are charged, including traffic offences.

C) PROBATIONARY PERIOD

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

D) INDUCTION

At the start of your employment you are required to attend and complete a staff induction programme at which you will be briefed on the nurseries policies, procedures and obligations as required by current legislation. Attendance at induction sessions is mandatory.

E) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

F) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative units or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

G) MOBILITY

Although you are usually employed at one particular Nursery, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our Nurseries. This mobility is essential to the smooth running of our business.

H) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

I) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

J) STAFF MEETINGS, TRAINING AND OTHER ACTIVITIES

We hold regular staff meetings and training sessions out of normal working hours. It is a condition of your employment that you attend these meetings and training sessions as it is mandatory for all staff to attend, you will be given adequate notice.

When training out of work hours are attended, time back will be honoured, taking this time back MUST be agreed by your line Manager .

INFORMATION FOR APPRENTICES

A) TIME OFF FOR LEARNING

As an apprentice, you have joined the Nursery for a fixed period during which you will receive training from the Nursery in the skill/trade/occupation specified in your Apprenticeship Agreement. The Nursery will permit you time off during working hours to undertake your studies at your place of learning. You may be requested to provide proof of your required attendance at your place of learning.

Where applicable, you will also be permitted time off to attend examinations (this includes all examinations/tests that are required by your course). You will be expected to attend work both before and after examinations where this is reasonably required by your Manager. You may be required to undertake workplace assessments where it is a requirement of your apprenticeship that you do so. The conditions attached to attendance/performance in these examinations and/or assessments are set out in your Apprenticeship Agreement. Alternatively, your learning will take place on the job. You will receive time off for study leave at the discretion of your Manager.

B) EXAMINATIONS AND ASSESSMENTS

As the Nursery is investing in your learning, you are expected to apply due diligence in your examinations and/or assessments in order to perform at the required level. The conditions attached to your attendance at and performance in those examinations and/or assessments is set out in your Apprenticeship Agreement. Failure to meet those standards is likely to result in the termination of your Apprenticeship Agreement.

You are required to provide notification to your Manager of the date/time of any examinations or assessments within two working days of your being informed that an examination will take place. If the date subsequently changes, or the examination or assessment is cancelled for any reason, you are required to inform your Manager at the earliest opportunity, and in all circumstances, before the examination or assessment was due to take place. If, upon attendance for an examination or assessment, you are informed that it will not take place, you must contact your Manager immediately and attend work, unless instructed otherwise by your Manager.

You are subsequently required to provide notification of your examination results to your Manager at the soonest possible opportunity. Photocopies of hard copy results will be taken. If you are informed by e-mail, you must forward the e-mail to your Manager and this e-mail will be stored.

C) COMMUNICATION WITH LEARNING PROVIDER

Where necessary, the Nursery will undertake communications with your learning provider regarding, amongst other matters which may arise, your performance.

SALARIES AND WAGES ETC.

A) ADMINISTRATION

1) Payment

a) For all staff the pay month is the calendar month Salaries and wages are paid by the last working day of the current month. (except for the Alfreton site who are paid on the 6th of each month. If this falls on a weekend it will be the closest working day after)

b) You will receive a payslip online showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

c) Any pay queries that you may have should be raised with a Director.

2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment.

3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) LATENESS/ABSENTEEISM

1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.

2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

3) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

D) PENSION SCHEME

When required, we will operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Nursery.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Contract of Employment.
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must complete your holiday request card, and have it signed by your Manager before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a “first come - first served” basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You should give at least four weeks’ notice of your intention to take holidays of a week or more and one week’s notice is required for odd single days.
- 6) You may not normally take more than two working weeks consecutively.
- 7) Your holiday pay will be at your normal basic pay unless shown otherwise on your Contract of Employment.
- 8) You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

B) TERM TIME ONLY STAFF

You are required to take all of your holidays during school holidays.

C) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Contract of Employment.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity. If you are on the early shift, you must contact us by 7.15am and on later shifts by no later than 7.30am. Other than in exceptional circumstances notification should be made personally, to your Manager or Deputy Manager.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes, preferably by no later than 3.30pm the previous day. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) Text messages and e-mails are not an acceptable method of notification at any time.
- 4) If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Any contractual sickness/injury payments are shown in your individual Contract of Employment.
- 4) Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.

5) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

1) You should notify your Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.

3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Manager.

4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

SAFEGUARDS

A) RIGHTS OF SEARCH

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 4) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- 5) We reserve the right to call in the police at any stage.

B) NURSERY SECURITY

- 1) Strangers must not be admitted to the Nursery without offering identification and without good reason, and must be accompanied at all times whilst on the premises. The door must always be kept locked after being opened to allow entry or exit to parents/guardians, visitors, etc.
- 2) All visitors must sign the visitor's book on arrival and departure.
- 3) Students are not permitted to open the door to any person. If a student is aware that a person(s) requires being let out or allowed in, they should inform a member of staff immediately.
- 4) Employees must not allow any child to leave with anybody who is not known to the staff, and who has not been cleared by the parent/guardian as being allowed to collect the child (as indicated on the parent/guardian request form).
- 5) Employees who are aware that parents are separated, must ensure that the child is able to leave with the collective parent. If in any doubt, you should check with your Manager.
- 6) You must ensure that the Nursery is secure and that outside entry doors are closed and secured at all times.

C) CLOSED CIRCUIT TELEVISION

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

D) LATE COLLECTIONS

If a child has not been collected for any reason you will be required to stay with the child and contact your Manager to advise them on the situation. Our first duty is to protect the children in our care and therefore you may be required to stay with the child until collected by the parent/guardian or another member of staff is available to take over care.

E) CONFIDENTIALITY

You must always be aware of the confidentiality of information gained during the course of your duties, which in many cases includes access to personal information relating to children, their families and other staff. It is expected that you understand the importance of treating information in a discreet and confidential manner, and your attention is drawn to the following:

- 1) All documentary or other material containing confidential information must be kept securely at all times when not being used by a member of staff and must be returned to us at the time of termination of your employment with us, or at any other time upon demand;
- 2) Information regarding the Nursery and children must not be disclosed either orally or in writing to unauthorised persons. It is particularly important that employees should ensure the authenticity of telephone enquiries;
- 3) Conversations relating to confidential matters affecting the Nursery, employees and children should not take place in situations where they can be overheard (i.e. in corridors, reception areas, etc.);
- 4) Any breach of confidentiality may be regarded as misconduct/gross misconduct and be the subject of serious disciplinary action.

The importance of confidentiality cannot be stressed too much and it is important that it be borne in mind at all times.

For the purposes of clarity, you shall not at any time (save as required by law) before or after the termination of your employment, disclose such information to any person without our prior written consent.

F) DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

G) NURSERY PROPERTY AND COPYRIGHT

All written material, whether held on paper or electronically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

H) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Owner or a Director.

I) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

J) USE OF COMPUTER EQUIPMENT

In order to control the use of the Nursery's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by your Manager before general use will be permitted;
- b) only authorised staff should have access to the Nursery's computer equipment;
- c) only authorised software may be used on any of the Nursery's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Nursery's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

K) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Nursery. The internet and

e-mail system have established themselves as an important communications facility within the Nursery and have provided us with contact with professional and academic sources throughout the world.

Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Nursery's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the internet.

The availability and variety of information on the internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures – Acceptable/Unacceptable Use

- a) Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - i) Comply with all of our internet standards;
 - ii) There should be no private use of the internet during normal working hours.
 - iii) You should not access websites which put our internet at risk of (but not limited to) viruses, compromising our copyright or intellectual property rights; and
 - iv) You should not access or transmit pornography.

4) E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure below sets out the Nursery's position on the correct use of the e-mail system.

5) Procedures - Authorised Use

- a) Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

b) The e-mail system is available for communication and matters directly concerned with the legitimate business of the Nursery. Employees using the e-mail system should give particular attention to the following points:

i) comply with all Nursery communication standards;

ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;

iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mail must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;

iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Nursery will be liable for infringing copyright or any defamatory information that is circulated either within the Nursery or to external users of the system; and

v) offers or contracts transmitted by e-mail are as legally binding on the Nursery as those sent on paper.

c) The Nursery will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

i) any messages that could constitute bullying, harassment or other detriment;

ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);

iii) on-line gambling;

iv) accessing or transmitting pornography;

v) transmitting copyright information and/or any software available to the user; or

vi) posting confidential information about other employees, the Nursery, the children or their families or the Nursery's suppliers.

6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

L) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a child, parent/relative or work colleague, which could adversely affect any of the above or the Nursery must not be placed on a social networking site. This means that work related matters must not be placed on

any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which belongs to the Nursery) shall remain, at all times, the property of the Nursery. Accordingly, upon termination of your employment, you shall hand over to the Nursery, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

Employees are not permitted to add new Nursery parents/guardians as friends on social networking sites if the only connection with the parent/guardian is through the Nursery. Existing 'friends' are permitted if they are disclosed immediately.

Under no circumstances should you post negative or derogatory comments relating to the Nursery or your employment with us, as comments such as these can have a detrimental impact on our reputation, even if you are not directly linked to clients of the Nursery. This includes posting information following the end of your employment. Similar thought should always be given to any images and pictures you upload, consideration should be given to the need to maintain a professional and responsible image.

M) NURSERY RULES AND REGULATIONS

It is a condition of your employment that you comply at all times with:

- a) all rules and regulations of the Nursery – the nursery Policies & Procedures
- b) the Statutory Framework for the Early Years Foundation Stage; and
- c) any National OFSTED regulations which may apply to your post.

Failure to do so will result in disciplinary proceedings which may lead to dismissal.

N) OFSTED

1) We are registered with OFSTED and adhere to their guidelines and regulations. We strive to deliver Nursery care and education as detailed in the Early Years Foundation Stage. The OFSTED Inspector may call at any time to check the running of the Nursery. Their inspection will make recommendations for future targets and improvements.

2) All staff will have access to "The Early Years Foundation Stage". You are required to read the booklet and make yourself aware of the necessary requirements. If you have any questions or suggestions for improvements in order to better meet the Standards please feel free speak to your Manager as appropriate.

3) Specific training on OFSTED guidelines will also take place through meetings and other training programmes.

O) OFSTED RATIOS

OFSTED set strict staff to child ratios that change according to a child's age. Staff should familiarise themselves with these ratios and be responsible for adhering to these standards at all times. If at the end of a shift, there is not enough staff to cover OFSTED ratios in any room, you should let your Manager know but should remain with the children until cover can be organised.

STANDARDS

A) WASTAGE

1) We maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of our Nursery.

2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and
- d) start with the minimum of delay after arriving for work and after breaks.

3) The following provision is an express written term of your contract of employment:

a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;

b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and

c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £500.00.

4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) BEHAVIOUR AT WORK

1) You should behave with civility towards fellow employees, and no rudeness will be permitted towards children who attend our Nursery, their families or other members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

2) You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the Nursery and its affairs.

3) Any involvement in activities which could be construed as being in competition with us is not allowed.

C) BEHAVIOUR OUTSIDE OF WORK

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

D) STANDARDS OF DRESS

It is a condition of employment that employees wear any uniforms or clothing specified by the Nursery at all times during working hours. **(If you smoke during your lunch break, you will need to change out of your uniform before you do so).**

The Nursery will supply employees with the appropriate uniforms or clothing. Employees are expected to take care of any such items and to maintain them in a reasonable condition. Any damage should be repaired and you should always attend duty in a clean, pressed uniform.

To comply with the uniform policy you must:

- 1) Keep the uniform clean, pressed and in good condition.
- 2) Black, low heeled or flat shoes should be worn. Trainers, sandals or clogs are not acceptable. Slippers are acceptable in the baby and toddler units.
- 3) Black opaque tights should be worn in winter but may be omitted in hot weather.
- 4) Black or navy trousers, knee length skirt (or knee length shorts in hot weather).
- 5) Necklaces, bracelets, dangling earrings and sharp rings must not be worn. Wedding rings, plain ear studs and SOS bracelets or chains are permissible. No facial piercings.
- 6) Tattoos should be covered if possible whilst carrying out your duties.
- 7) Cardigans may be worn in cold weather. These should be navy or black.
- 8) Hair should either be short or tied back. Kitchen staff must have their hair covered.
- 9) Tabards/aprons should be worn for food handling.
- 10) Personal protective clothing should be worn when changing nappies.

E) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

F) LANGUAGE

While you are in the vicinity of the Nursery your language and topics of conversation must be appropriate for the environment. Inappropriate language is anything the children in your care can pick up on and repeat including but not limited to, any racist or sexist language, personal insults and offensive nicknames, or anything else that is inappropriate for children. The Nursery will not tolerate inappropriate language. Failure to adhere to this rule may result in disciplinary action being taken.

G) COMPLAINTS

At some stage, a parent, guardian or relative may make a complaint to you about the Nursery. It is your responsibility to inform your Senior or Manager immediately if you receive any

complaint, whether written or verbal regardless of whom the complaint refers to. Your Senior or Manager may then liaise with a parent, guardian or relative in order to deal with the complaint quickly and sympathetically. Full records should be kept of all complaints, however minor.

Your Manager is responsible for maintaining an effective complaints procedure and for training all staff in their responsibilities in the event of a parent, guardian or relative complaining to them.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, parents/guardian, children or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times. Water and juice can be accessed at any time during the day. Hot drinks should only be consumed during authorised breaks in the staff room.

C) STAFF ROOM

We provide a staff room for your use, which must be kept clean and tidy at all times. It may only be used during authorised breaks.

D) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees. If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) HYGIENE FOR FOOD HANDLERS

- 1) You must ensure that you strictly comply with our hygiene rules and regulations at all times.
- 2) You must wash your hands under running water immediately before commencing work, after using the toilet, after handling raw foods, chemicals or rubbish, after blowing your nose and after smoking. You must never sneeze or cough over food.
- 3) You must not prepare raw and cooked foods in the same area.
- 4) Perishable food and drink must be kept at the appropriate temperature.
- 5) Waste should be disposed of appropriately and safely in line with recycling requirements.
- 6) Fruit and vegetables must be thoroughly washed before use.
- 7) All tools, utensils, and equipment including non-disposable tea towels must be kept scrupulously clean and sanitised and washed between sessions.
- 8) All tools, utensils and equipment including non-disposable tea towels must be stored in a clean, sterile place.
- 9) Any cut or burn on the hand or arm must be covered with an approved visible dressing.
- 10) Head or beard coverings and overalls/uniforms, where provided, must be worn at all times. Kitchen wear must not be worn outside the workplace.
- 11) Long hair must be tied back at all times when in the kitchen/food handling areas.
- 12) No jewellery should be worn, other than a plain band ring, e.g. wedding ring and one pair of stud earrings.
- 13) You should not wear excessive amounts of make-up, perfume or aftershave and nail varnish should not be worn.
- 14) Nails should be kept short and clean.
- 15) You must not chew gum or eat when handling food.
- 16) If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
- 17) Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

G) NO SMOKING POLICY

Our policy of no smoking on the premises (including the car park), in Nursery vehicles and within the vicinity of children must be observed at all times. This includes e-cigarettes.

Passive smoking is an involuntary exposure that is directly harmful to children's health, and increases the risk that the child will become a smoker. Therefore, as far as is reasonably possible, this exposure should be prevented. Therefore it is a requirement of your employment not to smoke whilst wearing our uniform at any time.

H) ADMINISTERING MEDICINES

Children must only be administered medicine which is prescribed by a doctor. This is to prevent accidents e.g. overdosing etc. The parent/guardian must sign the medication book giving permission for the dose to be administered. The dose must be recorded in the child's medication book and the dose checked by a qualified member of staff before it is given and the medication book signed by a qualified member of staff after it has been administered.

I) NURSERY HAZARDS

Staff should be aware of the following hazards when caring for children:

- The use of any electrical equipment, cooker, kettles and trailing wires or cables;
- Broken equipment/toys – these should be removed for repair or replacement;
- Items left lying around which children could pull down on themselves; or
- Doors, gate, fire exits left open particularly those that lead to the car park or stairs.

J) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

K) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with a Director in order to establish the likely impact of these activities on both yourself and the Nursery. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Nursery's decision. The Nursery may refuse to consent to your request. If you work without consent this could result in the termination of your employment. If you are unhappy with the decision you may appeal using the Grievance Procedure.

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will normally be without pay.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Manager at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Manager, who, if appropriate, will agree the necessary time off.

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Manager and agree appropriate time off.

H) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

I) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Manager who will retain them whilst attempts are made to discover the owner.

J) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

K) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

L) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Manager. Personal mobile phones should be switched off and kept in your lockers/kept with your belongings during working hours. If you are caught carrying your phone on you during working hours without prior permission from a Director may result in disciplinary action being taken.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

M) NURSERY MOBILE PHONES

The Nursery mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any unauthorised personal use may be repayable by the employee and may result in disciplinary action in accordance with our procedures. The Nursery reserve the right to deduct the appropriate sums from your salary in the event that repayments are not made.

The Nursery reserves the right to monitor all communications made on the Nursery mobile phones in order to ensure compliance with our policies and procedures. For further conditions relating to Nursery mobile phones please refer to the mobile phone policy.

N) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

O) PARENT RELATIONS

We provide services to parents and/or guardian and you are employed to look after their children. Due to this relationship a parent/guardian may from time to time request that an individual be removed from working with their child. In such circumstances we will investigate the reasons for such requests. However, if the parent/guardian maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate your employment. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

P) CAMERAS, TABLETS, VIDEOS AND OTHER PHOTOGRAPHIC/AUDIO DEVICES

1) Cameras or other photographic/audio equipment other than those belonging to the Nursery, must not be brought into work or accompany employees when they are on outings or school runs. Nursery cameras can be allocated to employees by your Manager, as required, and serial numbers recorded. The Nursery cameras must be locked away in the designated area at the end of each shift. Memory cards must remain on the premises when they are not being used.

2) All photographs and information about children must remain on the Nursery premises at all times. Under no circumstances will permission be granted to remove these items in order to work on them at home or elsewhere. Unauthorised removal of such items will be treated as serious misconduct, which could result in dismissal.

Q) PRIVATE WORK

In the event of you being approached to undertake private work you must discuss this with a Director before accepting the work. You are not allowed to undertake any work which could otherwise have been undertaken by the Nursery.

R) OTHER POLICIES AND PROCEDURES

The Nursery has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office.

S) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. Should your licence be removed or become invalid for any reason, your employment may be terminated. Should you not be able to prove that your licence remains valid for the class of vehicle we require you to drive, your continued employment may be affected.

T) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Nursery, upon renewal and at any time when so requested.

U) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

ANTI-BRIBERY POLICY

A) INTRODUCTION

Bribery is a criminal offence. The Nursery prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Nursery.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Nursery in order to gain commercial, contractual or regulatory advantage for the Nursery, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

Staff are reminded of the Nursery's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Manager.

F) RECORD KEEPING

A record will be made by your Manager of every instance in which gifts or hospitality are given or received. As the law is constantly changing, this policy is subject to review and the Nursery reserves the right to amend this policy without prior notice.

WHISTLE BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Nursery has committed a “relevant failure” by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.

2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Nursery will take any concerns that you may raise relating to the above matters very seriously.

3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

1) In the first instance you should report any concerns you may have to a Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

2) If you do not report your concerns to a Director you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work. Apprentices should read this procedure in conjunction with clause B) Examinations and Assessments under Information for Apprentices in this Handbook, and also the corresponding section on Examinations and Assessments in your Apprenticeship Agreement.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our Nursery or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

DISCIPLINARY PROCEDURES

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the Nursery.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
 - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b) you are fully aware of the standards of performance, action and behaviour required of you;
 - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e) other than for an “off the record” informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
 - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook,

a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non smoking areas;
- c) persistent absenteeism and/or lateness;
- d) unsatisfactory standards or output of work;
- e) rudeness towards parents/guardians, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- f) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- g) unauthorised use of e-mail and internet;
- h) failure to carry out all reasonable instructions or follow our rules and procedures;
- i) unauthorised use or negligent damage or loss of our property;
- j) failure to report immediately any damage to property or premises caused by you;
- k) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- l) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- m) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain;
- n) loss of driving licence where driving on public roads forms an essential part of the duties of the post;
- o) a breach of OFSTED regulations;
- p) (if you are an apprentice) failure to attend an examination or assessment; and
- q) (if you are an apprentice) failure to pass an examination or assessment.

D) SERIOUS MISCONDUCT

1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) consumption of alcohol on the premises prior to and/or during hours of duty;
- f) possession, or being under the influence, of of drugs* at work; and

*For this purpose, the term ‘drugs’ is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- g) a serious breach of OFSTED regulations; and
- h) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list)

F) DISCIPLINARY PROCEDURE

1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	1ST OCCASION	2ND OCCASION	3RD OCCASION	4TH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.

3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:

	MANAGEMENT	OTHER EMPLOYEES
Formal verbal warning	a Director	a Manager or Director
Written warning	a Director	a Manager or Director
Final written warning	a Director	a Manager or Director
Dismissal	a Director	a Manager or Director

H) PERIOD OF WARNINGS

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

CAPABILITY /DISCIPLINARY APPEAL PROCEDURE

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Contract of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Contract of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Nursery will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks;
- b) lewd or abusive comments about appearance;
- c) deliberate exclusion from conversations;
- d) displaying abusive or offensive writing or material;
- e) unwelcome touching; and
- f) abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the person who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of a Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, the decision of the investigator detailing the findings will be sent, in writing, to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
- 2) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

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- 3) Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
 - 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
 - 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
 - 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
 - 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
 - 8) Short listing and interviewing will be carried out by more than one person where possible.
 - 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
 - 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
 - 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Contract of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

Failure to return specific items which includes uniform, locker and nursery keys and your name badge, a total of £50 will be deducted from your final salary.

This is an express written term of your contract of employment.

D) RETURN OF VEHICLES

On termination of your employment you must return any Nursery vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) GARDEN LEAVE

If either you or the Nursery serves notice on the other to terminate your employment the Nursery may require you to take "garden leave" for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

NURSERY VEHICLE RULES

A) DRIVING LICENCE AND AUTHORITY TO DRIVE NURSERY VEHICLES

- 1) You must be in possession of a current driving licence and have a Director's authority to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny by a Director prior to driving any of our vehicles. Alternatively, we may require you to provide us with the ability to access your driving licence details online.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

B) FIXTURES, FITTINGS AND MODIFICATIONS

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission.
- 2) No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

- 1) When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
- 2) Any maintenance or repair work, or replacement of parts, including tyres, must be reported to us so that we can organise for it to be carried out
- 3) Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

E) FUEL ETC.

- 1) Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business.

F) FINES

We will not be held responsible for any fines (e.g parking, speeding etc.) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you. This is an express written term of your contract of employment.

G) DAMAGE OR INJURY

- 1) If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the Owner, the registration number of the vehicle and the name of the Insurance Nursery to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty-four hours of the occurrence.
- 2) In addition in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence, and must produce your insurance certificate to a Police Officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police Officer within twenty-four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
- 3) For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

H) LOSS

- 1) In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
- 2) Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
- 3) The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen we are required to prove to the Insurance Nursery that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

I) ACCIDENT PROCEDURE

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:

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- a) the name and address of the other driver and the name and address of his/her insurers;
 - b) the names and addresses of all passengers in both our vehicle and the third party's vehicle;
 - c) names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident; and
 - d) particulars of the police attending i.e. name, number and division.
- 2) A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
- 3) If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
- 4) We will organise for repairs to be carried out.
- 5) Under no circumstances may repairs be put in hand until the Insurance Nursery has given its agreement. We will notify you when this has been done.
- 6) You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

J) ROAD FUND LICENCE

The road fund licence for each vehicle will be renewed automatically when due.

K) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

L) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim.



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