Additional Policies and Procedures

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Policies and Procedures: Issues And Updates

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1 – 36	1	March 2022

Information for Apprentices

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 for any instances which are outside of your regular hours of attendance. Alternatively, your learning will take place on the job.

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 is set out in your Apprenticeship Agreement.

You are expected to use annual leave to cover any time off you may require during working time for examination revision.

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.

COMMUNICATION WITH LEARNING PROVIDER

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

Other Benefits

STAFF DISCOUNT

You are permitted to use the nursery facilities for your own children at a reduced rate.

Further details are available separately.

EMPLOYEE ASSISTANCE PROGRAMME

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. More details of this service are available from your Manager.

BRIGHT EXCHANGE

We currently subscribe to an online HR tool, Bright HR. Through Bright HR you have exclusive access to Bright Exchange. Bright Exchange is an online marketplace exclusive to Bright HR users giving you access to hundreds of products, services and special offers from a wide range of different companies. You can use your Bright HR credentials to log in to Bright Exchange and take advantage of these offers. More details are available from your Manager.

Safeguards and Standards

SIGNING IN & OUT

We operate a sign in/sign out policy with which all employees are expected to comply. Upon arrival to work, you must immediately sign in the time you entered the premises. Upon leaving the premises you must ensure that you sign out using the same system. It is not permissible under any circumstances for any employee to sign in or out on behalf of another. In the event that you forget or are unable to do this for any reason you must report this to your Manager immediately. The information collated using this system is used as a roll call in the event of an evacuation, to ensure employees are paid accurately and for monitoring purposes. It is therefore imperative that the information is accurate. You should be aware that falsifying records is considered a gross misconduct offence in accordance with our disciplinary procedures. Failure to adhere to this procedure may result in summary dismissal and/or incorrect or delayed payment of wages/salary.

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.

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 may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

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. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

NURSERY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically 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.

STATEMENTS TO THE MEDIA

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

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:

- 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;
- 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;
- 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, lifts, etc.);
- Any breach of confidentiality may be regarded as misconduct/gross misconduct and be the subject of serious disciplinary action.
- You must make yourself aware of the Nursery's policies on data protection in relation to personal data and ensure compliance with them at all times.

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.

DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Acts 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 Nursery policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and

- during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

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:

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

VIRUS PROTECTION PROCEDURES

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

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

E-MAIL AND INTERNET POLICY

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.

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 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.

Procedures – Acceptable/Unacceptable Use

Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

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. access during working hours should be for business use only; and
iii. private use of the internet should be used outside of your normal working hours.

The Nursery will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:

i. accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
ii. non-compliance of our social networking policy;
iii. connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material; and
iv. engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Nursery's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

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 sets out the Nursery's position on the correct use of the e-mail system.

Procedures - Authorised Use

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

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:

Comply with all Nursery communication standards;

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

i. e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
ii. 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
iii. offers or contracts transmitted by e-mail are as legally binding on the Nursery as those sent on paper.

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 or its clients or suppliers.

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. 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. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a client or work colleague, and/or which could adversely affect the Nursery, a client or our relationship with any client 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.

STANDARDS OF DRESS

As you are liable to come into contact with clients and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You must dress appropriately to your role at all times.

LIABILITY FOR LOSS AND DAMAGE

Any damage to stock or property 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.

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.

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

HOUSEKEEPING

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

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.

HYGIENE

Any exposed cut or burn must be covered with a first-aid dressing.

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.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

HYGIENE FOR FOOD HANDLERS

You must wash your hands immediately before commencing work and after using the toilet.

Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.

No jewellery should be worn, other than plain band wedding rings, without the permission of your Manager.

You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.

Any cut or burn must be covered with an approved visible first aid dressing.

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.

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.

You must report to your Manager before commencing work.

NO SMOKING POLICY

Smoking on the premises is not permitted. You must wash your hands prior to restarting work after any break. You may only smoke during authorised breaks.
Whilst there is no designated smoking area, you should ensure that you are away from the premises and any windows. 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. It is a requirement of your employment not to smoke whilst wearing our uniform at any time. This includes the use of e-cigarettes.

ALCOHOL AND DRUGS

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.

FITNESS TO 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.

CAMERAS, VIDEOS AND OTHER PHOTOGRAPHIC/AUDIO DEVICES

Cameras or other photographic/audio equipment other than those belonging to the Nursery, must not be brought into work. 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.

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.

We take our obligations under the Data Protection Act seriously. Employees must make themselves aware of our data protection policy and ensure adherence to it at all times.

KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from your Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Manager.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

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. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

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.

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 Manager if you receive any complaint, whether written or verbal regardless of whom the complaint refers to.

Your 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.

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.

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.

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 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.

SUBSIDISED CHILDCARE

Dependent on your position you may be entitled to subsidised childcare. Full details are available from your Manager.

BODY PIERCINGS

It is against Nursery policy to openly display certain forms of body piercing such as eyebrow/stomach piercing as it may be deemed a safety hazard around young children, therefore the wearing of such items is prohibited in accordance with health and safety policies.

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.

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.

OFSTED

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.

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.

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

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.

RIGHTS OF SEARCH

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

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.

We reserve the right to call in the police at any stage.

HEALTH AND SAFETY

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.

You should report all accidents and injuries at work, no matter how minor, to your Manager.

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.

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.

General Terms and Procedures

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.

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 your Manager 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:

- Working hours;
- Competition, reputation and credibility;
- Conflict of Interest; and
- 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.

***NB: This does not apply to those on a zero hour contract who should refer to the following:**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

PRIVATE WORK

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

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.

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.

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.

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.

PARENTAL BEREAVEMENT LEAVE

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with your Manager and agree time off.

You are reminded that you have access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Nursery where you can talk to a trained counsellor about your circumstances. You can access this by accessing online resources or calling the number provided, further details are available from your Manager.

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. Any agreed time off will be discretionary.

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.

PERSONAL MAIL

The Nursery accept no responsibility for any private mail sent to our premises. 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.

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 to silent during working hours. You may only use your personal mobile on your authorised break.

BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

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 business and its affairs.

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

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.

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.

INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Any absence due to adverse weather will ordinarily be unpaid.

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. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

Capability Procedures

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.

This procedure should be read in conjunction with the sections entitled Examinations and Assessments contained within this document.

JOB CHANGES/GENERAL CAPABILITY ISSUES

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.

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.

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 organisation 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.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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.

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.

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

INTRODUCTION AND PRINCIPLES

The aim of our disciplinary rules and procedures is to encourage improvement in individual conduct or performance. We reserve the right to amend these rules and procedures where appropriate.

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated. 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.

Employees will be informed in writing of what is alleged and will be given the opportunity to state their case at a disciplinary hearing. Other than for an "off the record" informal reprimand, employees have the statutory right to be accompanied at all stages of the formal disciplinary process by a fellow employee, including appeals.

DISCIPLINARY RULES

In addition to the specific examples of rules shown below, a breach of other specific conditions, procedures etc. that are contained within this statement or that have otherwise been made known to you, will also result in this disciplinary procedure being used.

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:

- failure to abide by our general health and safety rules and procedures;
- smoking in designated non smoking areas;
- consumption of alcohol on the premises;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards parents/guardians, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- (if you are an apprentice) failure to attend an examination; and
- (if you are an apprentice) failure to pass an examination.
- unauthorised use of e-mail and internet;
- a breach of OFSTED regulations;
- unauthorised use or negligent damage or loss of our property; and
- failure to report immediately any damage to property or premises caused by you.

SERIOUS MISCONDUCT

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.

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:

- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- consumption of alcohol on the premises prior to and/or during hours of duty;
- a serious breach of OFSTED regulations; and possession, or being under the influence, of drugs* at work;
  *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.
- breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

DISCIPLINARY ACTION

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

	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			

We reserve the right to take account of your length of service and to vary our procedures and disciplinary action accordingly. If you have a short amount of service you may not receive any warnings before dismissal.

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.

The operation of the disciplinary procedure is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

	ALL EMPLOYEES
Formal verbal warning	your Manager
Written warning	your Manager
Final written warning	your Manager
Dismissal	your Manager

PERIOD OF WARNINGS

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

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

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

Demotion to a lower status at the appropriate lower rate or suspension from work without pay for up to five days may be considered as an alternative to dismissal in appropriate cases.

Capability/Disciplinary Appeal Procedure

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.

It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.

If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.

Grievance Procedure

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.

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.

If you feel aggrieved at any matter relating to your work you should first raise the matter with a Director either verbally or in writing, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at which your grievance will be investigated fully. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

If you wish to appeal you must inform a Director in writing, within five working days. You will then be invited to a further meeting.

Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

Equality, Inclusion and Diversity Policy

STATEMENT OF POLICY

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

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 policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

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.

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.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

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.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equality, inclusion and diversity 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.

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.

Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

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.

Selection decisions will not be influenced by any perceived prejudices of other staff.

TRAINING AND PROMOTION

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotion will be in line with this policy.

MONITORING

We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

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.

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.

Anti-Tax Evasion Policy

INTRODUCTION

Tax evasion is a criminal offence. The Nursery prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Nursery and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our clients, suppliers and business partners.

- Indicators of tax evasion are:-
- request for payment by cash;
- overly-complex payment mechanisms;
- services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- transactions involving overly complex supply chains;
- transactions involving private banking facilities; and/or
- records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

We take a zero-tolerance approach to tax evasion facilitation by our people and our third-party representatives. We are committed to:

- rejecting the facilitation of tax evasion; and
- not recommending the services of others who do not have reasonable prevention procedures in place.

We require compliance in regard to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.

If we suspect that you have taken part in such activity, 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.

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to your Manager. You may be asked to give a written account of events.

TRAINING/MONITORING/REVIEW

The Nursery will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures, refining them where necessary.

CONCERNS

Staff are reminded of the Nursery's Whistleblowing policy which is available in this Employee Handbook, or upon request.

Anti-Bribery Policy

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 the Nursery employees or by third parties acting for or on behalf of Nursery Name.

DEFINITIONS OF BRIBERY AND CORRUPTION

Corruption is the misuse of office or power for private gain. Bribery is a form of corruption which means in the course of business:

- Giving or receiving money, gifts, meals, entertainment or anything else of value.
- As an inducement to a person to do something which is dishonest or illegal.

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.

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.

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 the Senior Manager. You may be asked to give a written account of events.

Staff are reminded of the Nursery's Whistleblowing policy.

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 the Senior Manager. Similarly, no gift nor offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Senior Manager.

A record will be made 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.

Policy for Dealing with a Pandemic in the Workplace

INTRODUCTION

The Nursery is committed to ensuring the health and safety of its workforce and the following procedure sets out the contingency measures that the Nursery will bring into effect in the event of a pandemic outbreak. The following procedure aims to ensure that the Nursery will be able to continue its business operations to the best of its abilities in such an event while protecting, as far as is reasonably practicable, our employees.

In outlining its procedures however, the Nursery expects all of its employees to take reasonable care for themselves and others, to behave responsibly and sensibly, and to act at all times in line with the latest guidance from the Government.

COMMUNICATION

During a pandemic, the Nursery will nominate a senior member of staff who will be responsible for communicating important messages to our workforce, including on the impact of the pandemic on our operations and the Nursery's response to it, and to whom all questions from the workforce should be directed.

Communication may be undertaken by group meeting, email or by letter, or by other digital means if it is no longer possible to operate from the workplace.

BUSINESS TRAVEL

The Nursery recognises that there may be restrictions placed upon travel so will consider every business trip that is planned for the near future on an individual basis and identify if alternatives to making the trip can be considered, where possible. This may include postponing the trip or holding meetings digitally.

If travel is deemed necessary, we will conduct a full risk assessment into the risks associated with the trip with involvement from employees who are being asked to travel.

EMPLOYEE TRAVEL

During a pandemic, certain countries may be identified as posing a particularly high risk to visitors. The Nursery accepts that some of its employees will have made plans to travel which may include pre-booked and paid for holidays. We would therefore ask that employees consider, for their health reasons, whether travelling to these countries is the best thing to do. If a decision is made to travel, we ask that employees let your Manager know of the countries to be visited so that their return can be managed appropriately.

If you would like to cancel any pre-booked annual leave, you should discuss this with your Manager however please be aware that we are under no obligation to allow you to change or cancel any previously booked holiday.

INFECTION CONTROL MEASURES AND PERIOD OF SELF-ISOLATION

We expect all employees to follow all guidelines issued from the World Health Organisation or as advised by the UK Government or any other authority, in both daily life and whilst at work. This includes any social distancing measures. In addition, depending on the nature of the pandemic, the Government may require people to self-isolate, which means staying at home and not having contact with other people.

In this situation, the following applies:

- All employees should keep up to date on Government guidance on who should self-isolate.

- If you are required to self-isolate, you must inform your Manager at the earliest opportunity. Your Manager will keep in contact with you during this period. You must not attend work during the isolation period.
- Where feasible, we may consider whether you can work from home during this period.
- Details of any payment being made during this time will be advised to you at the start of the self-isolation and will be in accordance with Government guidance at the time.

BECOMING ILL

If you become ill from the threat to health, you should take and follow medical advice on the length of your sickness absence. Prior to returning to work you should ensure you are symptom free. You must not return before you are completely recovered. Your Manager will keep in touch during your absence and will confirm your return date with you.

Our normal sickness absence and sick pay procedure will apply. You are required to produce a medical certificate for illnesses lasting more than seven calendar days, however, we appreciate that you may not be in a position to obtain a medical certificate in usual timescales, therefore you should provide it as soon as is reasonably practicable.

Alternative medical certificates may be accepted, where it is confirmed by the UK Government that such are acceptable as evidence.

ATTENDANCE AT WORK

Unless you are sick or are in self-isolation in accordance with Government guidance and have followed our usual reporting procedures in relation to absence, or not attending work under our specific instruction, you are expected to attend work as normal. However, if there is a reason why you think you may have been exposed to a threat to your health, or you begin to feel ill whilst at work, you should let your Manager know.

The Nursery's leave and absence policies will be continuously reviewed as the status of the pandemic changes.

WORKING AT HOME OR ANOTHER LOCATION

It may be necessary for us to require you to work from an alternative work location if, for example, instructions from a third party mean that entry into our current workplace is not permitted. Your flexibility in this regard will be expected, however, all instructions of this nature will be reasonable.

The Nursery will consider, as part of its general approach to maintaining normal business operations, whether employees are to work from home and will take into consideration Government guidance on this issue. Obviously, this may not be possible in every case due to the nature of the business and individual roles. However, where applicable, we will assess the viability of this option, taking into consideration any equipment needed, at the relevant time and, as a result, you may be required to work from home for a temporary period. Employees should not assume that they will be permitted to work from home and advance authorisation will be needed in every case.

TEMPORARY BUSINESS CLOSURE

Depending on the impact of the pandemic, it may become clear that the business is temporarily unable to continue its operations as normal. In some cases, we may be advised or required to close the business by the UK Government or other authority. In this scenario, we may be forced to close all, or part, of the business temporarily until such a time as we are able to resume operations. Whilst we will do everything we can to ensure that this does not happen, including the implementation of temporary home working where the nature of the role allows, we may be in a position where we are unable to provide you with work as normal. Where this happens, we may be left with no option but to place you on lay off, short time working or designate you as a furloughed worker during which time there will either be a reduction in your hours, or you will cease to do all work for the Nursery. Any payments made to employees during lay off, short time working or furlough will be subject to legislation and Government guidance in place at the relevant time.

RETURNING TO WORK

In the event that our business closes, we will closely monitor the situation in order to ascertain a time at which it may re-open, or if it has remained open but we have implemented a period of home-working, a time at which we are able to re-open the normal workplace. We will take into consideration guidance from the UK Government or other relevant authorities when making this assessment, including giving utmost priority to whether it is safe to do so and we will keep you updated on the current situation. When the decision has been made to re-open, we will endeavour to give you as much notice of this as possible. Heads of department will be responsible for contacting their team members to ensure that the time and date on which you are required to return to work has been communicated, as well as any additional health and safety measures that we require you to observe on your return. Unless otherwise directed, you will be required to return to the location at which you were working prior to the shutdown/home working period, and on the same hours of work.

On the first day back in the workplace, managers will hold meetings with their teams to welcome you back and deliver any important messages about any adjustments to working that may still be required, for example, in respect of health and safety measures, in the delivery of our service to our clients. Your Manager will remain the initial point of contact for any questions that you may have about the delivery of our service on your return. If you work part-time, or are not able to return on the re-open day due to sickness or other absence, your Manager will arrange a return to work meeting with you on your first day back.

Any equipment that you were provided with for the specific purpose of carrying out your duties at home during the shutdown/home working period, including but not limited to mobile phones and laptops, must be returned to us. You must also ensure that any Nursery documentation or information used or printed out in your home is returned or brought into the workplace.

If you were already a home-worker prior to the shutdown/wider home-working period, your Manager will arrange a digital return to work discussion with you.

Whistle-Blowers

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.

QUALIFYING DISCLOSURES

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.

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.

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.

THE PROCEDURE

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.

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

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.

Personal Harassment Policy and Procedure

INTRODUCTION

Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Nursery, including any overseas sites.

DEFINITIONS

Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

a) spoken words

b) banter

c) written words

d) posts or contact on social media

e) imagery

f) graffiti

g) physical gestures

h) facial expressions

i) mimicry

j) jokes or pranks

k) acts affecting a person's surroundings

l) aggression, and

m) physical behaviour towards a person or their property.

Sexual harassment
This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

a) sexual comments or jokes

b) displaying sexually graphic pictures, posters or photos

c) suggestive looks, staring or leering

d) propositions and sexual advances

e) making promises in return for sexual favours

f) sexual gestures

g) intrusive questions about a person's private or sex life or a person discussing their own sex life

h) sexual posts or contact on social media

i) spreading sexual rumours about a person

j) sending sexually explicit emails or text messages, and

k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct
This occurs when:

a) someone is subjected to unwanted conduct:

   i) of a sexual nature

   ii) related to sex, or

   iii) related to gender reassignment

b) the unwanted conduct has the purpose or effect of:

   i) violating their dignity, or

   ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and

c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

a) a work situation

b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;

c) outside of a work situation but against a colleague or other person connected to the Nursery, including on social media;

d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

COMPLAINING ABOUT PERSONAL HARASSMENT

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 same 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.

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.

DISCIPLINARY ACTION

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.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.

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.

THIRD PARTY HARASSMENT

Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

In order to prevent third party harassment from occurring, we have:

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to a Director.

Should a client harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

Termination of Employment

RESIGNATIONS

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

TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms 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.

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

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.
If you are asked to take garden leave you:

- must not attend your place of work or any other premises of the Nursery unless otherwise requested by your Manager;
- may be asked to relinquish immediately any offices you hold in the Nursery or any associated Nursery;
- may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
- must return to the Nursery all documents, software, equipment, Nursery property and other materials (including copies) belonging to the Nursery or associated Nursery containing confidential information; and
- must not, without the prior written permission of your Manager, contact or attempt to contact any supplier, agent, professional adviser, broker, or banker of the Nursery or any associated Nursery or any employee of the Nursery or any associated Nursery.

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