



Employee Handbook

Vision

- Create a pleasant, secure, exciting and fun environment in which children will flourish in a beautiful rural setting, five minutes from urban lifestyles.
- Deliver high quality educational childcare, with highly qualified and enthusiastic work force.
- Systemise the business and continually review and update the manual.
- Be recognised as the number one green Nursery in Milton Keynes, with a low carbon footprint, sourcing local produce and products, along with recycling.
- Bring environmental and countryside experiences to young children.
- Develop a 1 million pound turnover in the next year, increasing to 1.25 million in three years – allowing the Company to pay well and rewarding outstanding performance.

Purpose

- Deliver a five star customer service in childcare and have excellent in reputation.
- Work in partnership with parents.
- Increase experiences through an enabling environment – which is secure, pleasant, exciting and fun.
- Be a place where children gain confidence, good self-esteem, sociability and sensory awareness.
- Educate through rural projects – planting and growing (flowers, vegetables and fruit), animals, seasons, working farm, composting.
- Have well maintained facilities which are clean and orderly.
- Assist parents with their childcare problems, specialising in under 5's.
- Work in partnership with other childcare professionals.
- Have a dedicated childcare team who are highly qualified, friendly and enthusiastic.

Values

12 points of culture

- Commitment** - You will be 100% committed to the vision, mission goals, rules and success of Wellies Day Nursery, its current and future team and its clients.
- Ownership** - You are truly responsible for your actions and outcomes and own everything that takes place in your work and your life.

- Integrity** - You will always speak the truth. What you promise is what you deliver. You will only make agreements which you are willing and intend to keep. You will communicate any broken agreements at the first opportunity. You will clear any broken agreement immediately.
- Excellence** - "Good isn't enough"! You will always deliver a service that is of exceptional quality and that adds value to all involved for the long term. You will look for ways to do more, with less and stay on a path of constant, never-ending improvement and innovation.
- Communication** - You speak positively to your team members and clients about Wellies Day Nursery in public and private. You will speak with good purpose, using empowering and positive conversation. You will never use or listen to sarcasm or gossip. You will acknowledge what is being said as true for the speaker at that moment and take responsibility for responses to your communication. You will greet and farewell people using their name. You will apologise for any upsets first..... then look for a solution. You will only ever discuss concerns in private with the person involved.
- Success** - You will focus your attention to the successful outcome of whatever you do. You will have a willingness to win and allow others to win = win/win. At all times you will display your inner pride, prosperity, competence and personal confidence. **'I am a successful person'**
- Education** - You will always be willing to learn from your mistakes. You will always be striving to learn, grow and master, so you can help your fellow team members and clients to learn, grow and master too. You will act as an educator to allow your clients to make their own intelligent decisions about their future, remembering it is their future. You will impart practical, useable knowledge – rather than just theory.
- Team work** - You will be willing to do whatever it takes to stay together and achieve long term goals. You will focus on co-operation and always come to a resolution, not a compromise. You will be flexible in your work, able to change if what you are doing is not working. You will ask for help when you need it and be compassionate to others who ask you.
- Systems** - You will always look to the system for a solution. If a problem arises you will look for a system correction, before you look for a people correction. You will look for a system solution in your innovation rather than a people correction. You will follow the system exactly, until a new system is introduced. You will suggest system improvements at your first opportunity.
- Consistency** - You will be consistent in your actions, so that your customers can feel comfortable in dealing with you at all times.

Balance -

You will have a balanced approach to life, remembering that your spiritual, social, physical and family aspects are just as important as your financial and intellectual.

Fun -

You view life as a journey to be enjoyed and appreciated. It will help to create an atmosphere of fun and happiness so all around you will enjoy it as well.

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About this Handbook

This Handbook has been drawn up by the Nursery to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with the Manager.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Nursery's terms and conditions.

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Annual holiday entitlement and authorisation

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You **MUST** take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

Request for holidays

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by Management. If you have been given access to the self service holiday planner you should complete your holiday request online.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

Length and timing of holidays

The Nursery will not normally agree a request for a holiday that involves more than two consecutive weeks.

You are required to reserve annual holidays to take during the Nursery's "shut down" periods, the dates of which will be notified to you on an annual basis.

Holidays will not normally be granted during the week leading up to Christmas and planned Nursery event days.

Refusal of holidays

In the event that the Nursery has to refuse a holiday request because of business needs, the Nursery is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc. until your holiday request has been authorised.

Adjustment to holidays

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your pay. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your pay.

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Absence from work ***Appointments***

Appointments If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained when showing proof of appointment, usually letter or text message. The time taken will be in agreement with the Flexible time option of unpaid time or time in lieu for the hours not worked because of an appointment. You must try to arrange such appointments outside of normal working hours where possible. Any such absences from the workplace must be minimal. If you are not able to return to work, then you must inform the nursery of absence due to illness.

Sickness and injury ***Notification of absence***

If you are absent from work without prior authorisation, you or someone on your behalf should notify the Manager or nominated Deputy by phone at 6:30 am if on the early shift or 7:30 am for all other shifts on the first day of absence. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep us fully informed. This applies to both short and long term situations and you will be expected to contact us on a daily basis during the first week and weekly thereafter.

Period of absence

If your sickness is for more than seven calendar days then you must provide the Nursery with a doctor's medical certificate. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that the Nursery will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Nursery may seek alternative medical information.

Returning from absence

You must notify the Nursery before 3:00 pm the day before you intend to return.

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Nursery's sickness form.

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps, scarlet fever, etc., you must not report for work without clearance from your doctor.

Statutory Sick Pay (SSP)

The Nursery is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the period of sickness is four or more consecutive days.

Contractual sick pay

The Nursery has a contractual sick pay scheme, which is paid in tandem with SSP, on condition that the sick pay rules contained in this Handbook are complied with, as follows:

Service at commencement of sickness absence	Payment in any 12 month rolling period inclusive of SSP
Less than 2 years	Nil
2 years but less than 3 years	5 days
3 years but less than 4 years	10 days
5 years or more	20 days

The scheme does not provide contractual sick pay for absences caused by sporting injuries, self-inflicted injuries or elective surgery.

If the above entitlement is exhausted, you will revert to SSP only.

"Family friendly" rights

Information on the current statutory provisions are below, please speak to the Manager, with whom you should raise any queries.

Maternity rights

This section of the Handbook is for pregnant employees and new mothers. It details their rights, which fall into three main categories:

- Paid time off for antenatal care.
- Maternity leave.
- Maternity benefits.

Ante-natal care

You are entitled to be paid your normal rate of pay for any appointments during working hours related to antenatal care. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after keeping your appointment wherever possible.

When a certificate confirming pregnancy is issued, this must be handed in as soon as possible.

Ordinary maternity leave

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job. These rights apply regardless of length of service or the number of hours worked.

If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Nursery will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Nursery giving as much notice as possible.

You can start your ordinary maternity leave at any time from the 11th week before the expected week of childbirth (EWC). For all maternity leave purposes, "childbirth" is either a live birth before the end of the 24th week of pregnancy or a live or still birth after the 24th week of pregnancy.

Throughout the ordinary maternity leave period, all your terms and conditions of employment are maintained with the sole exception of pay.

Additional maternity leave

Additional maternity leave starts at the end of the ordinary maternity leave period and ends 26 weeks later. As with ordinary maternity leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Nursery in writing by the 15th week before the EWC of the following:

- that you are pregnant,
- the EWC,
- the date on which you intend to start your maternity leave.

You must also provide a certificate (normally a form MAT B1) stating the EWC.

The Nursery will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your maternity leave by giving the Nursery at least 28 days' written notice.

Returning to work

If you take the full entitlement to maternity leave your return date will be the date previously notified to you by the Nursery. If you wish to return early you must give the Nursery eight weeks' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your maternity leave but fail to do so, the Nursery's normal rules regarding absence will apply.

Maternity benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to maternity leave or the right to return to work, in order to qualify for Statutory Maternity Pay (SMP) from the Nursery, you need to have the following:

- at least 26 weeks continuous service at the end of the 15th week before the EWC (this is known as the "qualifying week" for maternity pay purposes),
- average earnings above the National Insurance lower earnings limit during the eight weeks before the qualifying week.

If you meet these conditions you are entitled to a maximum of 39 weeks SMP which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SMP or 90% of average weekly earnings.

If you do not qualify for SMP from the Nursery you may be entitled to Maternity Allowance (MA).

Sickness absence during pregnancy

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is not pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

Adoption rights

This section of the Handbook is similar to the previous section but deals with employee rights on the adoption of a child, which fall into three main categories:

- Paid time off to attend pre-adoption appointments,
- Adoption leave,
- Adoption benefits.

Pre-adoption appointments

If you are the primary or sole adopter and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to be paid your normal rate of pay for up to five pre-adoption appointments during working hours. The appointments must have been made by or at the request of the adoption agency and in order to receive payment an appointment card must be produced confirming each appointment. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary adoption leave

If you are the adoptive parent who has elected to take adoption leave you have the right to 26 weeks ordinary adoption leave, which includes two weeks' compulsory adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Nursery will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Nursery giving as much notice as possible.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Additional adoption leave

If you are entitled to ordinary adoption leave, additional adoption leave starts at the end of the ordinary adoption leave period and ends 26 weeks later. As with ordinary adoption leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Nursery in writing of the following no later than seven days after being matched with a child for adoption:

- the date of placement of the child for adoption,
- the date on which you intend to start your adoption leave.

You must also provide an Adoption Certificate from the approved adoption agency.

The Nursery will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Nursery at least 28 days written notice.

Returning to work

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Nursery. If you wish to return early you must give the

Nursery eight weeks written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your adoption leave but fail to do so, the Nursery's normal rules regarding absence will apply.

Adoption benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to adoption leave or the right to return to work, in order to qualify for Statutory Adoption Pay (SAP) from the Nursery, you need to have the following:

- at least 26 weeks continuous service at the end of the week in which the child was matched with you for adoption,
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 39 weeks SAP, which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SAP or 90% of average weekly earnings.

In order to be paid SAP, you should notify the Nursery in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency,
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement,
- the date on which you were informed that the child was to be placed with you for adoption.

Paternity rights (birth)

Ante-natal appointments

You are entitled to accompany the child's mother on up to two ante-natal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the child or are married to or are the partner of the child's mother. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth (EWC), you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child,

- you are the biological father of the child or are married to or are the partner of the child's mother.

You cannot start your ordinary paternity leave until the child is born and it must end within 56 days beginning with the date on which the child is born or the first day of the EWC, whichever is the later. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is born,
- a day which you specify as a number of days after the day on which the child is born,
- a predetermined date, which must be later than the first day of the EWC.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

Notification

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC3 by the 15th week before the EWC. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC3 at least 28 days before the original leave date.

Paternity rights (adoption)

Pre-adoption appointments

If you are the primary adopter's partner and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to attend up to two pre-adoption appointments without pay during working hours. The appointments must have been made by or at the request of the adoption agency and the maximum time off for each appointment is six and a half hours. You will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the week in which the child's adopter is matched with the child for a UK adoption, you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child,
- you have or expect to have responsibility for the upbringing of the child,

- you are married to or are the partner of the child's adopter.

You cannot start your ordinary paternity leave before the day the child is placed with the adopter and it must end within 56 days beginning with the date of placement. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is placed with the adopter,
- a day which you specify as a number of days after the day on which the child is placed with the adopter,
- a predetermined date, which must be later than the date on which the child is expected to be placed for adoption.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

Notification

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC4 no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC4 at least 28 days before the original leave date.

Shared parental rights (birth)

Introduction

Many parents will be able to share leave in the year after their child's birth and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the 15th week before the EWC and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings' test.

Opting into shared parental leave and pay

If the mother and her partner agree, the mother can curtail her current maternity leave and 'convert' what remains of the leave period into shared parental leave (SPL). The mother must do this by giving formal notice to her employer and, if you are the mother, we have a form that can be completed to provide the required information. At least eight

weeks' notice must be given to curtail maternity leave, at which time the mother and her partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The mother's notice to curtail maternity leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail maternity leave has been given, it can only be withdrawn in very limited circumstances. However, if the mother gives notice to curtail her maternity leave before the child is born, she has up to six weeks after the birth to change her mind. If the mother revokes her curtailment notice, she remains on maternity leave and can give a new notice to curtail her maternity leave at a later date.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the mother, you will already have given this notice with your notice to curtail your maternity leave. If you are the mother's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the maternity leave that the mother has already taken (including the compulsory maternity leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken before the child's first birthday.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of maternity/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the mother's first notice to take SPL will usually be included as part of the notice to curtail maternity leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory Shared Parental Pay

If you qualified for SMP, MA or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SMP already paid to the mother. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Shared parental rights (adoption)

Introduction

Many parents will be able to share leave in the year after the adoption and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the week in which the adopter is notified of having been matched with a child for adoption and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings test'.

Opting into shared parental leave and pay

If the primary adopter and their partner agree, the primary adopter can curtail their current adoption leave and 'convert' what remains of the leave period into shared parental leave (SPL). The primary adopter must do this by giving formal notice to the employer and, if you are the primary adopter, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail adoption leave, at which time the primary adopter and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The primary adopter's notice to curtail adoption leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail adoption leave has been given, it can only be withdrawn in very limited circumstances.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you

are the primary adopter, you will already have given this notice with your notice to curtail your adoption leave. If you are the secondary adopter/adopter's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the adoption leave that the primary adopter has already taken (including the compulsory adoption leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken during the first year following the adoption.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of adoption/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the primary adopter's first notice to take SPL will usually be included as part of the notice to curtail adoption leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory Shared Parental Pay

If you qualified for SAP or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SAP already paid to the primary adopter. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Parental leave

Parents are entitled, on completion of one year's service with the Nursery, to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility. Parents who already have at least one year's service are able to start taking parental leave when the child is born or adopted and the remainder are able to start taking parental leave as soon as they have completed one year's service.

Parents are entitled to 18 weeks' leave for each child, to be taken before the child reaches age 18. Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children for whom a disability living allowance is awarded have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Nursery for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of a primary adopter gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

Parental bereavement leave

Parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- the child was under the age of 18 or still born in or after the 24th week of pregnancy; and
- either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are the partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, the employee should give the Nursery notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where the employee wishes to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably

practicable, as soon as is reasonably practicable. If the employee wishes to subsequently cancel a week's parental bereavement leave, they should give notice to the Nursery before the start of that working week.

If an employee wishes to take the leave after eight weeks of the child's death but before the 56th week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the Nursery, an employee needs to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

Time off for dependants

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

If a dependant is ill or injured, reasonable time off will be given to deal with the emergency – this does not mean that you will be allowed to take time off to look after the dependant personally. In the case of the death of a spouse, civil partner, child (over 18 years of age) or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements.

Flexible working

If you have at least 26 weeks continuous service with the Nursery you have a statutory right to ask for your contract of employment to be varied.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or
- the place where you are required to work (i.e. at home or at any place of business operated by the Nursery).

Requests must be made in writing and must include the following information:

- a statement that it is a request for a variation of your contract of employment,
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on the Nursery and how it might be dealt with.

On receipt of your formal request, the Nursery will arrange to meet with you to discuss it.

You can only make one request in any 12-month period for your contract of employment to be varied and, if the Nursery grants your request, the variation will be a permanent change to your contract of employment.

Jury service and attendance at court as a witness

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Nursery.

Public duties

The Nursery will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

General

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to the Manager.

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General information

Insurance whilst on Nursery business

The Nursery's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Nursery. This is only payable when the Nursery is found to have been negligent in its role as an employer.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the Nursery can be held to have been negligent. All damage or loss should be reported to the Manager or nominated Deputy immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on the premises.

Return of Nursery property

On the termination of your employment for whatever reason, you must return all Nursery property in your possession or for which you have responsibility. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Change of address or personal circumstances

You must always advise the Nursery, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must also seek authority from the Nursery if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Health and safety

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

You are required to take reasonable care of your own well-being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

If you have an accident or injury at work you must enter the incident in the Accident Log. The date, time and nature of the incident should be entered and whether it was witnessed.

Mental health and wellbeing

The Nursery values the health and wellbeing of all its employees. When the stresses of home or work life begin to have an impact on someone's mental health, it's vital that they feel supported. Promoting and protecting the mental wellbeing of the workforce is important for individuals' physical health, social wellbeing and productivity.

The Nursery actively encourages employees to be open and honest about their mental health and wellbeing. If you feel you require any support, please speak to Management. Everyone should remember to support each other. If you feel a colleague would benefit from support, speak to Management.

Hygiene

Overalls/uniforms, including head covering where provided, must be worn at all appropriate times.

Any cuts or sores on the hand or arm must be covered with an approved dressing.

No jewellery should be worn, other than a wedding ring, without the permission of Management.

Excessive amounts of make-up or perfume must not be worn, and nail varnish is not allowed.

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 discussion with your Line Manager and/or clearance from your own doctor.

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

Pay

Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

Overpayments

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

Income tax

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

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Nursery facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Nursery at any time.

Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto the premises.

Car parking

The Nursery provides car parking facilities for use by customers and employees. Cars must be parked sensibly and the Nursery does not accept liability for damage or loss to employees' private vehicles.

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Nursery procedures

Disciplinary procedure

Purpose

The Nursery firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Nursery's standards of conduct, attendance and performance and should be looked upon as a corrective process.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- to be accompanied by a work colleague or by an accredited trade union official,
- to appeal against any disciplinary action.

The procedure

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Nursery bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

Final written warning

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard will result in your dismissal.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Nursery. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The Nursery reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

NB The Nursery reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your negligence or vandalism.

Conduct covered

Conduct at work

The Nursery expects all employees to behave in a reasonable manner and in line with the expected standards of the Nursery. The following list provides examples of the type of conduct that the Employer would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the Nursery and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all the Nursery rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Not to be involved with any company, client or agent who is in direct competition with Nursery.

Conduct outside working hours

Normally the Nursery has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Nursery.

Adverse publicity, bringing the Nursery name into disrepute, or actions that result in loss of faith in the Nursery resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Nursery will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Nursery's reputation or image, a decision may be taken to terminate the employment.

The Nursery's procedures covering disciplinary hearings and appeals still apply.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Nursery including those covering cash handling, security, health and safety, safeguarding, equal opportunities, the duty of candour, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Nursery.
- Fighting or assaulting another person.
- Using threatening or offensive language or behaviour towards anyone during your working time including towards children, parents, other employees or workers.

- Bringing any item which could be classed as a weapon onto the work premises, including any item that has a blade or point or any firearm unless for work related reasons.
- Your work performance becoming affected through your consuming alcohol, taking drugs and/or illegal substances, substance misuse (e.g. solvent abuse), your taking legal highs and/or psychoactive drugs and/or drugs covered by the Misuse of Drugs Act 1971 ('controlled drugs') when these are not prescribed; or your failing to follow medical instructions on prescribed medication.
- Being in unauthorised possession of Nursery property.
- Being in possession of illegal drugs and substances or alcohol whilst on Nursery premises.
- Obscene behaviour.
- Behaviour likely to bring the Nursery into disrepute.
- Wilful and deliberate damage to or misuse of Nursery property.
- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the Nursery.
- The misuse including use for personal gain, of confidential information in the course of working for the Nursery.
- Undertaking private work without permission.
- Being involved with any company, client or agent who is in direct competition with the Nursery without permission.

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the Managing Director within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of the person dealing with your appeal is final.

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to the Manager who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to the Managing Director within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Nursery will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Please note that the Company reserves the right to call on a third party to assist in resolving grievances.

Public interest disclosures

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as "whistleblowers". Under certain circumstances "whistleblowers" are protected under legislation for disclosing information that is known as "qualifying". A qualifying disclosure must relate to:

- committing a criminal offence
- failing to comply with a legal obligation
- a miscarriage of justice
- endangering the health and safety of an individual
- environmental damage
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with the Manager in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Protect*, an independent whistleblowing charity, on 0203 117 2520.

Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses on the Nursery's behalf then you can claim them back on production of valid receipts. Claims can only be made for expenses incurred wholly in respect of business purposes.

Rights of search

The Nursery has a contractual right of search in order to combat misappropriation of Nursery property, stock losses, or if the Nursery genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Nursery may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Nursery premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

The Nursery reserves the right to call the police for assistance at any stage.

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Policies

Equal opportunities and discrimination policy

The Nursery recognises that discrimination is not only unacceptable, it is also unlawful.

The Nursery's aim is to ensure that no job applicant or employee is discriminated against, directly or indirectly, on any unlawful grounds.

By including this policy in the Employee Handbook, all employees are made aware that the Nursery will act in accordance with all statutory requirements and take into account any relevant codes of practice.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all employees.

Harassment policy

The Nursery will not tolerate any form of harassment or bullying.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Nursery intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.

- Promises or threats, concerning employment or conditions, in exchange for sexual favours.
- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

Procedure

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of the Manager. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. However, following a full investigation, if the Nursery has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Nursery's disciplinary procedure.

The Nursery's appeal procedures apply to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

Anti-bribery policy

Introduction

The Nursery values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,

- communicating this policy and any relevant procedures to employees and to others who will perform services for the Nursery,
- undertaking appropriate due diligence measures before engaging others to represent the Nursery in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

Policy

The Nursery prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement)

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the Nursery,
- in order to gain any commercial, contractual or regulatory advantage for the Nursery in a way that is unethical,
- or in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Nursery or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to the Manager before proceeding.

Employees' responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees and the Nursery is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the Manager who has overall responsibility for bribery prevention.

Criminal records

All posts within the Nursery are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended. This means that all convictions, including those that are "spent" under the terms of the Rehabilitation of Offenders Act 1974, but excluding those that are "protected" under the Exceptions Order, will be made known to us. Criminal record checks are carried out on all employees at the commencement of their employment and any subsequent safeguarding investigations or suspensions, police arrests, criminal charges or convictions must be notified to the Manager. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

Vetting and Barring Scheme

If your work is classed as a 'regulated activity' under the above scheme we will be required to check whether or not your name is included on the Children's List maintained by the DBS as being barred from working with children.

In addition, if we believe that you are guilty of misconduct that has harmed or placed a child at risk of harm, we have a statutory duty to refer your name to the DBS for possible inclusion on the Children's List. This duty also applies in relation to ex-employees.

Disqualified persons

It is an offence for a disqualified person to work in childcare.

If you become disqualified you must notify the Manager. Any failure to do so will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

In certain circumstances a disqualification can be waived in accordance with Regulation 10 of the Childcare (Disqualification) Regulations 2009.

Statements to relatives

Statements or opinions relating to a child's physical or mental progress must only be given by designated staff.

Communication and representation policy

Introduction

The Nursery will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

Safeguarding

Safeguarding is the protection of people's well-being, health and human rights, allowing them to live safely without neglect, harm or abuse.

The Nursery expects all employees to understand, recognise and report any suspected or actual abuse in line with our safeguarding policies and procedures.

Abuse and neglect can take many forms and can be unintentional. It can include physical, sexual, emotional, financial or material, discriminatory and institutional abuse. Abuse of vulnerable people does not have to be deliberate, malicious or planned. It sometimes happens when people are trying to do their best but do not know the right thing to do.

Employees have a responsibility and duty of care to the people they care for and support. If you see or are given information that causes you to be concerned about a vulnerable person, you must raise this with Management immediately.

Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from the Manager to do so.

The Employee Handbook

All employees will be given a copy of this handbook at the beginning of their employment with the Nursery. After that time a copy will always be available on the premises or via Atlas.

Staff meetings

The Nursery holds regular staff meetings. These are designed to feed information down throughout the Nursery and to give employees the opportunity to send views back up through the same system.

Because of the importance the Nursery places on these meetings, all invited employees are expected to make their attendance a high priority.

Trade Union membership and recognition

The Nursery recognises your right either to join or not to join a trade union of your choice.

The Nursery has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

Telephones (including mobile phones)

Employees may use the Nursery's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought before the call is made and if not as soon as possible afterwards. Personal mobile phones must be switched off during Nursery hours and kept outside the premises or in your personal locker.

Postal mail

All posted mail delivered to the Nursery is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Nursery without permission (e.g. 'signed for' parcels) or personal mail sent out using the Nursery's system.

Information technology policy

IT usage

You must keep your passwords confidential and must not disclose them to any other party.

You are not permitted to load any software on to the Nursery's IT systems or equipment without Management's prior permission.

On the termination of your employment, or at the Nursery's request, you must return all information that you have in a computer compatible format to a nominated member of staff.

All information, programs and systems created during the course of their employment with the Nursery will remain the property of the Nursery.

You are not permitted to play games in Nursery time or on Nursery equipment at any time.

Email

The Nursery may give you access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The Nursery asks that you do not abuse the facility.

With this in mind it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Nursery.

The distribution of chain letters by email is also expressly forbidden.

You must not use emails to distribute information that is confidential in nature, unless the permission of the customer and/or Management has been given in advance. You must not use emails to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, guidance should be sought from Management.

Messages sent by email could give rise to legal action against the Nursery. It is therefore important that thought is given to the content of all emails.

The Nursery reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected

computer failure or to investigate alleged acts of wrongdoing. The Nursery will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

Internet use

You have a duty to use the Internet responsibly.

You must not access or display any sites or pages that are sexually explicit or offensive. Any breach of this rule may result in dismissal. If you receive information from, or accesses any such site unintentionally, the device must be closed down or disconnected from the network and Management must be informed immediately.

Sensible and limited personal use of the Internet is permitted. Abuse of this rule, such as excessive downloading or streaming to computers or devices may result in disciplinary action.

Social media

The use of social networking sites for personal purposes during working time or on Nursery IT equipment is not permitted and is a breach of Nursery rules.

When using social networking sites away from work, you must ensure that, if adding personal news items, you do not include reference to the Nursery by name or by photograph, or to any employee, worker, client, customer or any other person or organisation connected with the Nursery, or any of their relations or friends unless authorised by the Nursery to do so. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Nursery into disrepute or breaches the equal opportunities and discrimination policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

Employee data

We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure personal data we hold.

If you would like to see a copy of our employee data privacy notice, please contact Management.

Training policy

Introduction

Day to day training is the responsibility of Management who can call on specialised skills and knowledge within the Nursery and from external sources for advice on training matters.

Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the Nursery, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Nursery.

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

The Nursery will provide any necessary training and will meet the costs involved.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Nursery has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours and reduce pay in proportion with the reduction in working hours. This procedure is in line with your terms and conditions of employment.

The Nursery also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Nursery will pay Statutory Guarantee Pay in accordance with the current government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Nursery.

Drugs and alcohol policy

The Nursery is committed to maintaining a healthy, safe and productive working environment for its employees. The Nursery recognises the impact that drugs and alcohol may have on an individual's ability to work safely and correctly and aims to ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

If you are concerned that you or any of your colleagues are misusing drugs, medication and/or are excessively consuming alcohol, you are encouraged to speak to your Manager as soon as possible.

If you are prescribed medication by your doctor you must immediately discuss this with your Manager and provide confirmation from your doctor as to any possible side effects if:

- such medication may affect your ability to carry out your duties and/or drive; and/or
- such medication is covered by the Misuse of Drugs Act 1971.

This will apply whether or not there is any actual threat to health and safety.

Standards of behaviour

- The consumption of alcohol by employees is inappropriate at any time during working time and/or during any breaks.
- The consumption of alcohol by employees is inappropriate at any time before work whenever their work performance might be affected by such consumption.
- The use of:
 - substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
 - solvents and/or any other similar substances as a means of achieving an altered state of mind or consciousness; and
 - 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971);

by employees is inappropriate:

- at any time during working time or during any breaks; and/or
- before work whenever their work performance might be affected by such use.

The misuse by employees of medication is inappropriate if their work performance might be affected by such misuse.

Illegal dispensing, distributing, possessing, using, selling or offering to buy any drugs at work by any employee is prohibited. This includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness. Any such activity

(including reasonable suspicion of it) on Nursery premises will be reported immediately to the police.

If you are found to be in breach of the rules in this section you will be liable to dismissal on the grounds of gross misconduct under the Nursery's disciplinary procedures.

For the avoidance of doubt, using a controlled drug prescribed by a doctor shall not be treated as gross misconduct. However, you must comply with the notification requirements above and the requirements of any relevant risk assessment and failure to do so could result in disciplinary proceedings being brought against you.

Examination and testing

If the Nursery suspects that there has been a breach of the above provisions, or suspects that an employee's work performance or conduct has been affected through drug or alcohol use, the Nursery may at its discretion require the employee to undergo a medical examination to determine the cause of the problem.

To assist in the effective implementation of this policy, the Nursery also reserves the right to have drug or alcohol testing carried out at its discretion on any employee or employees. The reasons the Nursery may choose to conduct such testing include, but are not limited to the list below:

- Where there is a suspicion on the part of a manager that drugs and/or alcohol may have been used by an employee and their work performance is affected by such use.
- Following a criminal conviction which relates to drugs or alcohol including activities which have taken place outside of the workplace.
- Following an accident in a Nursery vehicle or a vehicle in working time.
- Following any accident or near miss in working time.
- Following an incident resulting in damage to Nursery property.
- Following a report from a member of the public of dangerous driving in a Nursery vehicle.

The Nursery also reserves the right to carry out random drug or alcohol testing of any employees at its discretion.

Such tests can be administered by a third party instructed by the employer or by an employee within the Nursery and could include (but not limited to) using a standard breathalyser, oral fluid device or a urine test.

If you are required to undergo testing, you will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply a required sample, including what is deemed to be an unreasonable failure to provide a sample as required, will be deemed to be a failure to comply with a reasonable management instruction and will normally be treated as gross misconduct, entitling the Nursery to take disciplinary action.

Smoke-free policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Nursery has a policy that prohibits smoking throughout the entire workplace with no exceptions. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to the use of e-cigarettes.

Dress code policy

Employees represent the Nursery whenever they meet parents and visitors and we would ask that employees' appearance should be appropriate at all times.

Employees who have been given a uniform should wear it at all times whilst on Nursery business. Uniforms must be kept clean, pressed and presentable.

Any personal protective equipment that is issued by the Nursery must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.

Employee Handbook receipt

This Handbook has been drawn up by the Nursery to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with the Manager.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Nursery's terms and conditions.

I acknowledge receipt of this Employee Handbook, which is the property of the Nursery, and which forms an integral part of my Contract of Employment.

I agree that if I do not return this Handbook on the termination of my employment, the sum of £6.00 can be deducted from any monies owing to me.

Received by (Employee)

Signed

Date