



Charlie Caterpillars Day Nursery Ltd

EMPLOYEE HANDBOOK

INTRODUCTION

Welcome to Charlie Caterpillars Day Nursery Ltd. We extend a warm welcome to you and hope that you will enjoy working with us both now and in the future.

Here at Charlie Caterpillars Day Nursery Ltd we are proud of our reputation for the quality of our service and our commitment to both customers and employees. As we face new challenges and changing markets, we will be looking to you to apply your drive and skills so that we can build on our existing reputation and help move the business forward.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partnership status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

This Employee Handbook applies to all employees and has been designed as an accessible reference document. It sets out the main policies and procedures which affect your employment with Charlie Caterpillars Day Nursery Ltd which you should be familiar with and comply with at all times.

The purpose of this Handbook is to inform you about your rights as an employee, what you can expect from Charlie Caterpillars Day Nursery Ltd ("the employer") and what the employer expects of you ("the employee"). All policies and procedures contained in this Handbook provide a framework within which to approach such matters.

Except where specifically stated otherwise, the Handbook does not form part of your terms and conditions of employment. A Statement of your Terms and Conditions of Employment will be given to you separately.

The Handbook provides factual information. It is intended to support the process of consultation rather than replace it. Any questions concerning the content of the Handbook and/or its practical application can be directed to your Manager.

The Managing Director is responsible for the operation of the Handbook and ensuring that it complies with the employer's legal obligations.

We believe that our employees are our greatest assets and are the face of the Nursery. As such, parents and/or guardians and/or members of the public will judge the Nursery on how employees perform their jobs and present themselves. The Nursery aims to provide all employees with the information and skills necessary to carry out their roles to the best of their ability.

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SECTION 1

General Rules

1. RECRUITMENT

Employment with the employer is subject to satisfactory references and employment checks, including Immigration and DBS checks where relevant to the job role. Failure to satisfy the requirements of such employment checks may result in an offer of employment being withdrawn or dismissal from the employer.

The employer is under a legal obligation to ensure that all of its employees have the right to work in the UK when they join the employer and whilst the employee remains in employment. The employer may periodically ask employees to provide documentation to satisfy it of an employee's continuing right to work in the UK. Employees are expected to immediately inform their Line Manager or the Managing Director if they cease to be so entitled or if their entitlement to work is under review.

Employees may be periodically asked permission to renew a DBS check if this is relevant to their job role.

2. DISCLOSURE AND BARRING CHECK

It is a condition of employment that employees have a satisfactory enhanced Disclosure and Barring Certificate (or equivalent as deemed appropriate by the organisation or local government). If such a certificate is not supplied, or if when it is received it is not deemed suitable, the matter will be investigated and may lead to dismissal.

Employees are required to register for the DBS Update Service (at their own cost) and give the employer verbal permission to carry out checks as required. Employees must provide the employer with their certificate reference number to allow them employer to complete the necessary checks. If employees do not register for the DBS Update Service, they will be required to complete an enhanced disclosure at their own cost.

If any such check contains information the employer deems unacceptable, the employee's continued employment may be considered.

If, an employee is arrested, investigated or charged with any offence, including any traffic offences at any time either before or during employment with the employer, they must report such occurrences to their Line Manager. The implications will then be investigated with the employee. During this time, the employer may deem it appropriate as a precautionary measure, to suspend the employee whilst investigations are ongoing (refer to suspension policy).

The employer will comply with the relevant Code of Practice regarding the appropriate storage, use, retention and disposal of any disclosures and the information contained in such and also any information regarding any offences of which the employee may be accused or charged with which they disclose to the employer personally.

All such information will be kept in secure and locked containers. The employer will ensure that such information is not kept on the file and is only seen by authorised and relevant people. Such information will only be used for the purpose for which it was requested. All employees that have authorisation to access such information will be fully aware of the implications of discussing or passing any such information to any unauthorised person and that to do so would be regarded as both a criminal offence and also an internal offence that would be managed utilising the disciplinary process.

A permanent record of pertinent information will be stored, details of other information contained in any disclosure will only be kept for as long as necessary to decide on any impact it could have on employment or continued employment, including any time needed to resolve any disputes or complaints. If information is to be kept for a protracted period of time, the employer will seek further guidance from the Disclosure and Barring Service.

When the documents are no longer needed to be retained, the employer will destroy them by a secure method.

3. PROBATION

All new employees who join the Company will have a six month probationary period, during this time the new employee will be reviewed on their suitability for the position. If the employer is not satisfied with performance, conduct or suitability then the employee may be dismissed with statutory notice. The employer reserves the right to extend the probationary period, should the required standard not be met.

If an employee is absent due to sickness during their probation period the employer reserves the right to extend the probation period to enable further monitoring of performance.

Employees are asked to refrain from requesting periods of annual leave during the probation period.

4. DRESS CODE

An employee's appearance reflects upon the reputation of the employer. The employer therefore expects its employees to be well groomed and maintain an appropriate level of appearance at all times. Employees are required to exercise common sense and dress appropriately to their job role. Employees who have any questions concerning what constitutes appropriate dress should speak to their Line Manager.

Employees should wear a plain polo/t-shirt with black trousers and sensible shoes. The employee is responsible for ensuring workwear including company clothing is clean and tidy.

Employees who have been issued with an identity badge are expected to wear this at all times whilst at work and for this to be visible.

Where employees have been issued with safety clothing and equipment, including safety footwear it must be worn or used as directed by the employer.

Jewellery must be kept to an absolute minimum. Body piercings should be covered at all times and earring should be small and 'stud type' in design. Chains and or bracelets must not be worn. Where wedding and/or engagement rings are deemed to pose a risk to the children, employees will be asked to remove the item or cover it with tape to ensure no harm is inflicted on any child in the employer's care. **This is an express term of the Written Statement of Terms and Conditions.**

Priority must at all times be given to any Health and Safety risks or issues.

5. ADVANCES ON WAGES/LOANS

The employer does not, as a general rule, pay advances. In cases of extreme hardship the Managing Director will listen to a request for a loan or advance. Any advance agreed will be at the discretion of the employer. In the event of any advance or loan being agreed the employee will be required to sign a document authorising the employer to make a deduction from their pay equal to the value of the advance, or a repayment plan will be agreed.

6. OVERPAYMENT OR UNDERPAYMENT OF WAGES

If the employee has been inadvertently overpaid or underpaid for any reason, they must notify the employer immediately. The overpayment or underpayment will normally be corrected at the next payment. If it is later discovered that an employee was overpaid, the employer reserves the right to deduct such overpayment from their salary or wages. Arrangements can be made for a longer period of repayment in cases of hardship.

7. DEDUCTIONS FROM WAGES

The employer reserves the right to make deductions from wages for the following:

- Loans and advances
- Excess of annual leave taken over entitlement
- Excess of expenses claimed
- Overpayment of wages, salary, expenses or any other benefit

- Damage to company car or company property
- Any other sum owing to the employer prior to or on termination of employment
- Any other deductions required by the employer or requested by the employee in writing.

8. WORKING HOURS

Every employee is expected to arrive at work in sufficient time to start work at their agreed start time (ideally 10 minutes before the start of their shift). Any employee late for work without notifying their Line Manager may have pay deducted at the relevant rate.

Every employee is expected to finish work at their designated finish time. Any employee leaving work early without permission may have pay deducted at the relevant rate.

If it becomes necessary for an employee to leave work before normal finishing time or take time off during working hours in the event of an emergency, prior permission must be obtained from their Line Manager.

All working hours must be recorded by use of the iConnect system. Clocking in or out for another employee is considered to be a disciplinary offence. Anyone found to be clocking in or out for another employee may will subject to disciplinary action up to and including dismissal.

Non-recording of working time may result in incorrect wage or salary payments being made.

Any overtime worked must be detailed on an overtime sheet and submitted for authorisation. Overtime can be accrued from 10 minutes after the end of the shift.

Authorised overtime may be taken as time of in lieu (TOIL) within the month.

Any lost time will be off-set from overtime to be taken as TOIL. Lost time should be recorded on iConnect.

Staff meetings are held on the first Thursday of every month between the hours of 6.30pm and 7.30pm, the overtime will be authorised for employees to take as time off in lieu. Staff meetings are compulsory and all employees are to be present.

9. WORKING TIME DIRECTIVE

The Working Time Regulations 1998 currently provide that an employee shall not work in excess of the “working week” (currently an average of 48 hours each week over a 17 week period).

All employees will be monitored over a 17 week period from their date of joining the Company and their working time assessed.

For operational reasons, the employer may ask certain employees to “opt out” of the working week limit. Where this occurs and the employee consents, the employee may, at any time, end the agreement by giving the employer three months notice in writing. Upon expiry of the notice period, the working week limit should apply with immediate effect.

Additional Employment

Unless otherwise agreed with the employer, employees must dedicate their full time to their role with the employer.

If an employee plans to take additional employment then, in order to comply with the Working Time Regulations 1998, they must initially discuss the nature of the additional employment with their Line Manager. This is to assess the effect that this additional employment may have on their ability to perform their work for the employer. Written confirmation from the employer must be obtained authorising any additional employment. Such consent will not be unreasonably withheld. The employee should also ensure that the hours worked for the employer and those worked in any additional employment do not infringe any requirement under the Working Time Regulations.

10. NOTIFICATION OF ABSENCE/LATENESS

Employees are expected to attend work regularly and punctually. If an employee cannot attend work for any reason, or will be late, they must notify their Line Manager in line with the procedure detailed below to enable alternative arrangements to be made.

The employee should:-

- Notify their Line Manager (or in their absence, another member of the management team) as soon as possible and by 7.30am on the first day of absence/lateness and by 4pm on each day of absence/lateness to inform the Nursery of a return date to allow for shifts to be covered if needed, until (in the case of absence from work) a fit note is received by the employer. Failure to do so may result in the employee being sent home from work for the day on their return without pay.
- Speak to their Line Manager (or in their absence, another member of the management team) in person explaining the reason for the absence and when they will be returning to work

In the unlikely event that a member of the management team cannot be contacted, the employee must report their absence by emailing info@charliecaterpillars.co.uk. The employee must then be available to receive a telephone call to discuss their absence with their Line Manager.

Notification of absence by text or use of social networking sites such as Facebook and/or WhatsApp groups is not acceptable and may result in disciplinary action being taken.

It is the responsibility of the employee to keep the employer informed of continuing illness or otherwise. The employee must contact the employer on the day that each Statement of Fitness to Work (Fit Note) expires (whether or not the employee is expected to return to work) and inform the employer of their intentions.

If the employee becomes ill or is injured during a period of authorised annual leave they may elect to treat the days of incapacity as sickness absence instead of annual leave. The employee must inform their Line Manager explaining the reason for their incapacity and its likely duration as soon as possible even if they are abroad. The employee will not be entitled to sick pay unless they are able to provide relevant medical evidence. Where the employee is absent for up to seven days they may complete a self-certification form in line with the procedure detailed below. Any absence over seven days or for any period where the employee is abroad must be supported by a medical certificate obtained by the employee at their own expense.

11. MEDICAL EVIDENCE

The employee will be required to complete a Self-Certification form for absences of up to seven calendar days, this should be handed to their Line Manager on their return to work.

If an employee is sick and their absence has been (or they think it will be) longer than seven calendar days, a Fit Note must be obtained and submitted to their Line Manager. The employee must contact the employer shortly before the expiry of each fit note to discuss whether or not they will be able to return to work. If the employee is unable to return to work upon the expiry of the fit note they must continue to supply a fit note to cover the ongoing absence. Non-compliance with these procedures means that SSP may be delayed or not paid at all.

Payments may be withheld if the employer believes there is reason to doubt the validity of a claim for sick pay. The employer reserves the right to arrange an independent medical examination or request a medical report where deemed necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

Where the employer is concerned about the reason for absence or the level and frequency of short-term absences, the employer may require the employee to obtain a Fit Note from their Doctor for each absence regardless of its duration.

12. SICK PAY

Statutory Sick Pay

During authorised absence due to sickness, an employee is entitled to Statutory Sick Pay (SSP), provided they earn more than the minimum criteria set out in the SSP regulations. If an employee is sick for a period of four or more days, they may be paid SSP by the employer, subject to eligibility. SSP is treated in the same way as wages and is subject to Income Tax deductions and National Insurance contributions.

Before a payment of SSP is made there is a period of three (unpaid) waiting days. This starts from the first day that the employee should have been available for work.

13. UNAUTHORISED ABSENCE

If an employee does not turn up for work at the appropriate time (including return from Maternity Leave) and has not notified the employer in accordance with the employer's above notification procedures it will be considered to be an unauthorised absence for which no payment will be made.

Incidents of unauthorised absences will be dealt with under the employer's Disciplinary Procedure.

14. KEEPING IN CONTACT DURING SICKNESS ABSENCE

Employees on sick leave should expect to be contacted by the employer from time to time in order to discuss their wellbeing, expected length of absence and any work that requires attention. The employer will normally contact the employee before the expiry of a Fit Note.

15. MEDICAL REPORTS/EXAMINATIONS

The employer may ask employees to consent to a medical report being obtained from their GP and/or an examination by an Occupational Therapist or a doctor nominated by the employer at the expense of the employer.

Employees will be asked to agree that any report can be disclosed to the employer so that it may fully understand the employee's condition.

16. RETURNING TO WORK AND RETURN TO WORK MEETINGS

The employee should notify their Manager by 4pm the day before they return to work to allow the employer to give sufficient notice to cancel any arrangements made to cover the employee's workload during their absence.

If the employee has been suffering from a contagious or infectious disease, they should seek medical advice to ensure they are safe to return to work in a Nursery setting.

Employee's that have been absent from work for any length of time, may be asked to attend a return to work meeting. This meeting enables the employer to confirm the details of the employee's absence and for any concerns or queries to be raised by either party.

The return to work meeting may be used as part of an investigation in line with the absence management process.

17. SICKNESS AND ABSENCE MANAGEMENT

The employer considers good attendance is a necessary part of acceptable job performance. Sickness absence can vary from short intermittent periods of ill health to long term absences.

It is Company policy to ensure and encourage the regular attendance of employees and to institute fair and effective arrangements when dealing with non-attendance resulting from sickness or injury or otherwise.

It is recognised by the employer that from time to time employees may be absent from their place of work due to illness. The length of time lost by employees through illness must however be

monitored to ensure that each member of staff is able to do their job effectively and without putting themselves or others at risk. It is not the intention of the employer to penalise the genuinely sick, however it must be recognised that an employee who is medically unfit to carry out their contractual duties may not be able to continue in that role.

The employer aims to ensure that it understands the reason for an employee's absence from work. The employer may require the employee to consent to it obtaining a medical report from their GP or to attend an independent medical examination so that it may better understand the employee's reason for absence.

The employer is aware that sickness absences may be as a result of a disability. Particular consideration will be given to employees who suffer from a disability, whether any reasonable adjustments can be made to their job, working arrangements and to assist in their return to work.

The employee must inform their doctor of the nature of work they normally undertake, particularly if an employee is taking medication, as some medication causes drowsiness and other undesirable side effects. The employer should be informed of any medication being taken and of any known or potential side effects.

If an employee is absent from work as a result of an injury or illness for which they later receive compensation, they agree to reimburse the employer for any sick pay that has been received (and which the employer is unable to recover from any other sources).

18. RE-OCCURRING ABSENCES/POOR ATTENDANCE RECORD

The employer monitors attendance of all employees. There may come a time when the inconvenience to the business, caused by the number and frequency of absences, means that it may be necessary to dismiss an employee even when the reason for absence is genuine sickness which is covered by medical certificates. In all instances, the employer will take into account the nature and length of illness, likelihood of it re-occurring, the length of various absences, periods of good health in between absences, the need for the employer to have the work done and the impact of the absences on fellow employees, before any action is taken. Each case will be considered on its individual merit and within a formal procedure.

In the event of an unacceptable attendance record, a full investigation will be undertaken. The employer will hold a meeting with the employee to try and assess the reasons for the absences and if any support can be considered. When assessing the frequency of absences the employer will look at any patterns that may be occurring.

A medical report or medical examination either from the employees GP/nominated specialist or by a doctor/Occupational Health Practitioner of the employer's choice may be required to assist the employer.

If an employee unreasonably refuses to give consent for such a medical report, the employer will take whatever action is felt appropriate on the basis of the evidence available to it at that time.

Should there be no underlying health condition, the level of absence continues or the absence cause disruption to the smooth running of the business the formal disciplinary procedure would apply.

Any absence due to Parental, Paternity, Adoption, Maternity or Dependant Leave, or leave due to any other statutory obligation will not be taken into account when reviewing an employee's absence record but may be discussed separately with the employee.

19. CHRONIC OR LONG TERM ILLNESS

Whilst the employer has every sympathy with employees that have a chronic or long-term illness, the employer also has to take into account the impact such absences may have on other employees, customers and the continued performance/success of the employee's department/and the employer. For these reasons, the employer reserves the right to terminate the employment of any employee who is absent through illness or injury.

In all instances, the employer will take into account the nature of the illness, the likely date of return, the nature of the employee's duties and the needs of the business. The employer adheres to the provisions of the Equality Act and this will be taken into consideration at all times.

In the event of a long-term or chronic illness or injury making it impossible for an employee to perform their duties for an undefined period of time, an employee may be asked to give their consent in writing for the employer to approach their doctor for a report on their medical condition (including an indication of when the employee is likely to be able to return to work). The employer may also refer them to an independent doctor, or Occupational Health Practitioner of the employer's choice in order to obtain a further medical assessment/report.

If an employee unreasonably refuses to give consent for such a medical report, the employer will take whatever action is felt appropriate on the basis of the evidence available to it at that time.

Any doctor contacted by the employer will be informed that the employer is considering the future of the employee's continued employment and the nature of their job and duties. The doctor will be asked to provide a prognosis as to when the employee is likely to be able to return to work and, any modifications to the original job which may facilitate a return to work.

All circumstances will be considered, bearing in mind the employer's need for the work to be undertaken and the need for time to recover. The employer will consider the availability of alternative employment within its business if return to the original job is unlikely in the foreseeable future. The employer will discuss with the employee the availability and suitability of any alternative employment.

The payment of Sick Pay does not indicate that there is a specified period of sickness absence to which an employee is entitled to be absent before being dismissed. Equally, an employee will not automatically be dismissed once the Sick Pay period has expired.

Once the employee's entitlement to Sick Pay has expired they must continue to provide the employer with a copy of any medical certificate received to verify their absence from work and must maintain communication on a regular basis. Failure to do so will result in absence being treated as unauthorised.

20. HOLIDAYS

The employer's holiday year commences on the 1st April and finishes on the 31st March.

Annual holiday entitlement is shown in each employee's individual Statement of Main Terms of Employment. Part-time employees' holiday entitlement will be calculated on a pro-rata basis.

Entitlement to Bank Holidays and any payment which may be made for working on a Bank Holiday is shown in the individual Statement of Main Terms of Employment.

If employment either commences or terminates during the year, holiday entitlement will be calculated as a proportion of annual entitlement rounded to the nearest day.

All employees must give one month's notice to their Line Manager for all holiday requests and will be granted on a first come first served basis.

Employees should request holiday by completing a holiday request form.

All holiday requests must be authorised before bookings are made. The employee is responsible for any costs incurred as a result of their failure to follow this process.

When authorised, holidays should be recorded on iConnect.

The operational running of the employer must be maintained at all times.

The employer respects the religious persuasions of all employees and will endeavour to ensure that appropriate holidays can be granted for the observance of religious holidays and festivals. Any such holidays taken will be deducted from the employee's holiday entitlement.

No more than two weeks may be taken consecutively except at the absolute discretion of the employer. Requests for more than two weeks leave should be made in writing to the employee's Line Manager stating the reason why an extended period of leave is required.

The employer does not allow any part of one year's holiday entitlement to be carried forward to subsequent years. As governed by the Working Time Regulations 1998, holidays not taken in any holiday year will be lost and not paid in lieu unless otherwise required to be paid by law.

The employee is responsible for ensuring they book their annual leave evenly throughout the holiday year.

The employer reserves the right to determine when employees annual leave entitlement is taken and may enforce compulsory shut down periods.

The employer may require that employees use untaken annual leave to cover a period of temporary lay off.

Should an employee's employment come to an end before accrued holiday is taken, then the balance of holiday pay due will be paid on termination of employment.

Any payment made for holiday in excess of an employee's entitlement will be recovered from the employee's final pay, where appropriate. If the employee's final pay payment is insufficient to allow for the whole of any such deduction, they will be required to repay the outstanding amount due to the employer within one month of the termination of employment.

In the event that the employee is summarily dismissed or terminates employment without proper contractual notice under their contract of employment, their entitlement to pay in lieu of outstanding holiday entitlement will be restricted to statutory entitlement and any entitlement to pay in lieu of contractual holiday over and above the statutory minimum will not be paid.

21. PENSION

Subject to eligibility you will be automatically enrolled into the employer's workplace pension scheme. Further details are available from the Managing Director.

22. EXPENSES

Expenses properly incurred by the employee on behalf of the employer will be reimbursed, provided that the employee was authorised to incur such expense.

Expenses will only be reimbursed if they are submitted to the Managing Director and are supported by relevant documentation, e.g. a valid VAT or other receipt. Expenses will be paid upon receipt of the required documents.

The employer will reimburse the cost of travel that is necessary for the performance of the employee's role. The employee will be expected to use the most economic means of travel whenever this is practical. Where public transport is used by the employee the employer will only reimburse the cost of standard class travel.

Employees who are authorised to use their own vehicle for travelling in connection with the employer's business can claim a mileage allowance and will be paid in accordance with HM Revenue and Customs mileage rates, details of which can be obtained from the Managing Director.

Any questions about reimbursement of expenses should be directed to the Managing Director before they are incurred.

Only in very exceptional circumstances and at its own discretion will the employer agree to reimburse an expense that has not been incurred or submitted in accordance with this policy.

Any attempt to claim expenses in breach of this policy, or any attempt to make a false expense claim, may result in disciplinary action.

23. PERFORMANCE DEVELOPMENT AND APPRAISALS

To support the continuous development of our employees, the employer operates an appraisal system.

Initially, there will be a review at the end of the probationary period. Other than this, an appraisal will normally take place on an annual basis. The purpose of the appraisal process is to provide an opportunity for the employee to review their performance and achievements over the previous 12 months with their Line Manager. Regular, informal updates will be conducted throughout the year.

Should an employee's performance fall below the standards required by the employer a performance improvement plan may be implemented.

24. TRAINING

Due to the nature of the employer, employees will be required to attend mandatory training as dictated by OFSTED regulatory standards and it is mandatory that all employees attend such training even if it falls outside their normal working hours. Persistent failure to attend mandatory training may be classed as a disciplinary offence.

Further training needs will be discussed as part of the employee's appraisal.

The employer is committed to developing the skills of its employees. Employees who wish to undergo any form of training relevant to their role should speak with their Line Manager in the first instance. The employer will consider requests from employees in respect of training needs. In the event that the employer agrees to fund a training course the employee is required to remain employed by the employer for a period of 12 months following completion of the training. Should an employee leave the employment of the employer before the expiry of 12 months, a deduction will be made from the employee's final wages for the cost of training completed.

The employee will be required to sign a training agreement form before commencing any training course to be funded by the employer. This will detail the terms of the payback scheme.

The employer recognises that employees may wish to develop their skills further and employees who are eligible to request time off to study or for training should make such a request in writing to their Line Manager. No-one who requests time off will be subject to any detriment thereby or lose any career opportunities.

25. FLEXIBILITY

The employer reserves the right to make reasonable changes to the employee's job role and/or to require the employee to take over other relevant duties not normally undertaken, particularly during holiday periods. In order for the employer to operate more effectively, all employees of the employer should be prepared to transfer to alternative roles and duties within the employer on a temporary basis if the needs of the business require it. There will be a period of consultation where the employer wishes to make a reasonable change to the employee's job role or function that will be permanent and reasonable notice will be given to the employee before any change takes effect.

26. MOBILITY

Occasionally, an employee may be required to undertake work on another site, either of the employer, or of a client, customer, supplier, or other third party.

Due to the employer's operational needs, there may be a requirement to transfer an employee to alternative premises either temporarily or permanently. In order for the employer to operate effectively, all employees should be prepared to transfer to different sites, should the needs of the business require it.

Any transfer will only be undertaken within reasonable commuting distances and individual needs and circumstances will be taken into account before any transfer decision is made.

27. TELEPHONE USAGE

The use of employer telephones to make personal calls is only allowed in the case of an emergency and with the authorisation of Management. Employer telephones must not be made to make or receive international calls.

The use of personal mobile telephones

The use of a personal mobile phone or smart watches connected to personal mobile phones is not permitted during working hours except at authorised break times. The phone should be turned off/place on silent mode and stored away in the lockers provided.

The use of Company mobile telephones

Personal use of company mobile telephones should be kept to a minimum. The cost for excessive use of any company mobile telephone will be deducted from the employee's pay.

Employees should keep internet access using the Company mobile device to a minimum and only do so when connected to wifi. The employee must make themselves familiar to the allowances within the mobile tariff and remain within these restrictions. Excessive use of mobile data, which is not covered by the mobile tariff, will be recharged to the employee.

International calls should not be made using a company issued mobile telephone unless advance permission has been granted. If company mobile phones are used abroad the employee must ensure Data Roaming is turned off and Wifi is used where accessible.

The use of a mobile telephone whilst driving

Drivers are reminded that it is a criminal offence to drive whilst using a mobile telephone which is not on hands-free. Driving includes being in control of the vehicle, which includes being stationary with the engine running. Handheld mobile telephones should only be used when parked up with the engine off.

The employer takes this matter seriously and any illegal use of a mobile telephone whilst driving in a company vehicle at any time, or on employer business will be regarded as gross misconduct, which will render the employee subject to summary dismissal.

Employees who drive cars fitted with hands free kits are reminded that this can still cause a distraction to the driver which can result in prosecution for careless driving. Only essential calls should be made or received using this facility.

If making a call to another employee who is using a hands free kit, employees should ensure that the call is brief and make arrangements for the call to be continued once the vehicle is parked up.

28. COMPANY COMPUTER SYSTEMS AND SOCIAL MEDIA

Employees may have access to computers at work or may be issued with a laptop or other portable device, for use in connection with the employer's business. If an employee is found to be unreasonably using the employer's computer equipment for personal or private purposes, this will be dealt with under the employer's disciplinary procedure.

Employees are accountable for any personal computer or mobile device issued to them and the operation of all such equipment. Employees should not leave their personal computers logged on and unattended. Passwords must be used at all times, kept confidential and changed regularly. When leaving their desk for a length of time, employees must log out of the computer system to prevent any unauthorised access.

Employees who have the use of a laptop or portable device, for when they are away from the office, must ensure that they keep the device secure at all times.

Any breaches of data protection due to an employee's negligence may result in disciplinary action being taken.

Any attempt (whether successful or not) by an employee to gain unauthorised access to any computer or system, or the disclosure of confidential passwords will be regarded as gross misconduct.

Employees are not permitted to access social networking sites using the employer's IT and communication systems. If employees use social networking sites outside of working hours, they must ensure their actions or comments do not bring the employer's name into disrepute, breach confidentiality, breach copyright, constitute bullying or harassment of any other employee/individual or be of a nature which would cause the employer or parents/guardians to lose faith in the employee's integrity. Employees should be aware of crossing the professional boundaries and therefore are not permitted to make or accept friend requests to/from parents, guardians or relatives of children on their private social media accounts.

Employees should not post any comment on social networking sites which relates to the employer, another employee, or any of the employer's clients, customers, or suppliers.

Employees online profile username must not contain the Nursery's name.

If employees discuss work on social media (ie, giving opinions on their specialism or the sector in which the organisation operates) they must include on their profile a statement along the lines of *"the views I express here are mine alone and do not necessarily reflect the views of my employer"*.

The content of the employer's IT and communications systems belong to the employer and therefore employees should not have any expectation of privacy in any message. The employer reserves the right to monitor, intercept and review, without notice, employees activities using the employer's IT and communication systems.

Disciplinary action will be taken against any employee found to be in breach of these rules and this will be treated as gross misconduct.

29. ELECTRONIC MAIL

Employees must word all e-mails appropriately and in a professional manner.

All emails sent from the Nursery should contain the Nursery's standard disclaimer.

The content of any e-mail message sent must not be defamatory, abusive or illegal and must comply with the employer's Equal Opportunities Policy. Sending and receiving of obscene, pornographic or other offensive material will not only be considered to be gross misconduct but may also constitute a criminal offence.

Employees should be aware that although it is not normally employer policy to monitor employees' e-mails the employer will monitor mail to ensure the system is not being misused. Random spot checks may be carried out.

Employees must be careful of what is said in e-mail messages as the content could give rise to personal liability or create liability for the employer. Employees must also avoid entering into commitments on behalf of the employer without having received prior and express authorisation to do so.

Employees must ensure that they have the correct e-mail address for intended recipients. If an e-mail is inadvertently misdirected then the employee's Line Manager must be informed as soon as the employee becomes aware of the mistake. Failure to do so may lead to disciplinary action being taken.

Employees should note that e-mail messages may have to be disclosed as evidence in Court proceedings or investigations by regulatory bodies and therefore, may be prejudicial to both their own and/or the employer's interests. Consideration should be given to the fact that hard copies of e-mails may be taken and backup discs may retain records of e-mails even when these have been deleted from the system.

Employees should not read or access e-mails which are not addressed to them unless expressly authorised to do so.

Employees should not use the Nursery system for personal use, send or forward chain mail, junk mail etc or use the system for trivial and unnecessary messages.

Disciplinary action will be taken against any employee who is found to be in breach of these guidelines and depending upon the circumstances and seriousness of the breach, this may result in summary dismissal.

30. INTERNET

The employer may provide access to the Internet for business-related use. Employees may only use the Internet for non-business related purposes with the express permission of their Line Manager. Employees who need to access the internet must at all times be connected to wifi.

The employer's wifi facility must only be used for business related purposes. Unauthorised access to a wifi device is considered to be gross misconduct.

The employer may monitor Internet access. Should any breach of Internet Guidelines be discovered, then an employee may, in addition to having Internet access withdrawn, be subject to disciplinary action which, in the case of a serious breach, may result in dismissal.

Employees must not attempt to download or retrieve illegal, pornographic, libellous, racist, offensive or unlawful material. Attempts to access such material will constitute a disciplinary offence, which may be subject to disciplinary action and may result in dismissal.

Employees must not subscribe to any news lists or groups or commit to receiving any information from the Internet without first gaining permission from their Line Manager.

Use of the internet through a mobile device should be within the limits of the tariff.

Internet information may contain viruses and therefore should not be downloaded without first obtaining permission from their Line Manager.

31. MAIL

No private mail may be posted at the expense of the employer except in circumstances where a formal re-charge arrangement has been agreed.

Private mail should not be sent c/o the employer, as all mail that is received by the employer will be opened, including any which is addressed to an individual.

32. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights ("IPR") refers to all interest and title in and rights to such things as inventions, improvements, processes, systems, designs, production practices, software codes, patents, copyrights, trademarks, design rights, technical information and know-how and all like things. This list is explanatory and not exhaustive.

Unauthorised copying of any employer IPR is an infringement of copyright.

All copies of employer IPR which have been made electronically, stored or acquired during the course of employment is employer property together with its copyright. In the event of termination of employment (or at any other time upon demand) all such material in the employee's possession (regardless of how it is stored) shall be returned to the employer.

Any invention or discovery made by an employee or any patent or design rights arising from work an employee undertakes will become employer property if it was made:-

- In the course of the employee's normal duties under circumstances that a discovery/invention might reasonably be the expected result
- Outside the employee's normal duties but during duties specifically assigned to the employee, when a discovery/invention might reasonably be the expected result.

33. EMPLOYEE PROPERTY

An employee must not bring valuable personal items onto employer premises. The employer does not accept liability for the loss or damage to any employee personal property.

Any loss or theft of an employee's personal property must be reported to the employer.

Employees are not permitted to buy and sell goods on their own behalf on employer premises without authorisation from Management.

34. EMPLOYER PROPERTY

Employees are only permitted to use employer property for business purposes. Employer property must only be removed from the premises with prior approval. The employee's Line Manager must be notified of any loss or damage to employer property or premises.

It is an express term of the Contract of Employment that if employer property is damaged, lost or stolen through negligence or fault of an employee, then the employer may deduct the cost of repair or replacement from the employee's wage or salary payment. Before any decision is made to deduct, the matter will be fully investigated and the employee will be given an opportunity to state their case and to appeal any decision.

Upon termination of employment, the employee is required to return all employer property in their possession promptly and without unreasonable delay.

Should the employee fail to return employer property, the employer reserves the right to withhold the whole or any part of the employee's final wage or salary payment.

35. CCTV/MONITORING

CCTV may be in operation at the employer premises or sites where employees may visit as part of their role. CCTV is installed for the protection of employees, clients, customers and visitors. Should the CCTV footage reveal any act of misconduct or criminal activity, the employer reserves the right to use this for disciplinary action or third party investigations and the employee agrees to its use for these purposes.

36. STOP AND SEARCH

The employer reserves the right to carry out searches of employees and their property (including vehicles) whilst they are on employer premises. These searches are random and do not imply suspicion in relation to any individual concerned.

An employee may be asked to remove the contents of their pockets, bags, vehicles etc. If this should happen and if practical, the employee may be accompanied by a third party who is on the premises at the time the search is taking place, or at the time that any further questioning takes place.

Whilst every employee has the right to refuse to be searched, refusal may lead to inferences being drawn and could result in disciplinary action being taken.

37. STAFF DISCOUNTS

Subject to the contract of employment, an employee may be entitled to a reduction in normal prices of the employer's goods and services. Any discount is for the employee's own personal use and not to be used for the benefits of others, including family or friends.

Staff purchases must not be processed by the employee for themselves.

38. RELATIVES AND PERSONAL RELATIONSHIPS IN THE WORKPLACE

In order to avoid a conflict of interest, the employer does not normally allow members of the same family to work in the same department, or employees to take care of children they are related to.

Employees are requested to notify their Line Manager of any personal relationships with a parent or relative of a child attending the Nursery.

Employees are requested to avoid entering into personal relationships with work colleagues due to the disruption that this can cause to the working environment. It is important that all employees behave in an appropriate and professional manner at work and any personal relationship that develops should be declared immediately to the employees Line Manager.

In the event of any such relationship, the employer reserves the right to transfer one or both of the individuals to a job in another department, either on a temporary or permanent basis. The employer will first consult with both individuals to try and reach an amicable agreement on transfer, but the final decision will be that of the employer.

39. BEHAVIOUR OUTSIDE WORK

Normally, the employer has no jurisdiction over employees conduct outside working hours. However, if an employee's activities outside work adversely affect the employer, the employer may intervene. The following will result in disciplinary action:

- Bringing the name of the employer into disrepute
- Adverse publicity
- Actions that amount to discrimination and/or bullying and harassment
- Actions that result in loss of faith in the employer resulting in cancelled orders
- Actions that result in loss of faith in the integrity of the individual.

The detriment suffered by the employer will determine the level of misconduct and most suitable disciplinary action in the light of the circumstances. Employment could be terminated if certain actions cause extreme embarrassment or serious damage to the reputation or image of the employer.

Disciplinary action will only be taken after the employer has fully investigated the facts and the rules and procedures covering disciplinary meetings and appeals will still apply.

40. REFERENCES

Any request for a reference must be made to or passed onto the Managing Director, Q&D Manager or the employee's Line Manager without exception.

Similarly, no reference (either verbal or written) should be given on behalf of the employer without express authority from the Managing Director, Q&D Manager or the employee's employee's Line Manager.

The employer reserves the right not to provide a reference.

Failure to comply with these requirements could have serious consequences for the employer and may lead to disciplinary action being taken.

41. STATEMENTS TO PARENTS

Parents will often ask employees for information regarding the wellbeing of a child. Any such requests or concerns expressed by a parent should be directed to the Nursery Manager.

42. STATEMENTS TO THE MEDIA

Only the Managing Director may give a statement to reporters from the newspapers, radio, television etc. Alternatively, they may issue specific instructions to others to do this.

43. COMPLAINTS

From time to time, employees may receive a complaint from a parent or relative of a child. On receipt of such a complaint, employees should inform the Nursery Manager or Managing Director immediately. Employees are not to deal with the complaint themselves. The employee receiving the complaint should make the complainant aware of the employer's complaints procedure.

44. BRIBERY, GIFTS AND GRATUITIES

The employer has a zero tolerance approach to bribery in the pursuit of business objectives. All employees are expressly prohibited to offer, promise, or give any financial or other advantage to any person, client, customer and/or supplier where the intention is to improperly influence them during the course of business.

Further, employees are expressly prohibited from requesting, agreeing to receive, or accepting a financial or other advantage with the intention that a relevant function will be performed improperly. It is irrelevant if the improper performance is carried out by actual recipient of the bribe or another person. Such action will be deemed to be gross misconduct and may lead to dismissal.

All employees, regardless of position within the business, have a duty to report all/any suspicions of bribery, attempts at bribery and actual instances of bribery to their Line Manager and a Director of the business.

Should an employee be unclear whether a proposal amounts to a bribe they should immediately refer the matter to a Senior Manager for guidance.

Any gratuities, gifts, hospitality or favours given or offered to an employee by any client, customer or supplier must immediately be declared to their Line Manager, even where it is of nominal monetary value.

45. CONFIDENTIALITY

The Business operates a very strict policy with regard to confidential information. The very nature of the business is such that its success will depend on information remaining confidential. This information includes, but is not limited to:-

- Trade secrets
- Operational including marketing and sales information and policies
- Financial, including pricing information
- Client or Customer information
- Supplier information
- Accounts, forecasts and budgets
- Staff remuneration
- Technical including products and services information

The affairs of the employer's clients and customers are also private and any information obtained about clients and/or customers must be regarded as confidential. The employer will regard any breach of confidentiality as a disciplinary offence and any breaches may lead to dismissal. Accordingly, it is agreed that during and also after employment, an employee will not disclose any confidential information that has come to their attention during the course of their employment. The employee will, at all times, protect and maintain the confidentiality of the employer's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of their duties with the employer.

It is understood that this obligation will continue at all times, both during and after the termination of employment unless and until the information has come into the public domain.

46. PERSONAL VEHICLES

Personal vehicles are parked on the employer premises at the owner's risk and the employer does not accept liability for any damage that may be caused to them.

If using a personal vehicle for business use, it is the owner's responsibility to ensure they have a valid driver's license, the appropriate insurance cover and to provide the employer with an up to date copy of their insurance, driving licence and MOT certificate to be kept on file.

If an employee receives a summons or conviction which could affect their insurance cover, they must notify the employer immediately.

If an employee is asked to transport children attending the Nursery, only child seats provided by the employer may be used.

47. ADVERSE WEATHER/TRAVEL DISRUPTION

The employer accepts that employees may have difficulty attending their place of work and returning home during periods of severe weather, or when there are disruptions to public transport. The employer is aware of their health and safety responsibilities. However, for operational reasons the employer must keep any disruption to a minimum. This policy applies to all employees.

Employees should make every effort to attend work, but the employer would not expect employees to put themselves at risk. Employees should use their own judgment as to whether or not they can find a safe way to get to work.

When severe weather conditions occur or where there are disruptions to public transport during the working day, a Line Manager will make the decision as to whether employees should be sent home early, depending on their individual circumstances.

Employees unable to attend work or delayed by the weather conditions or disruptions to public transport should contact their Line Manager as soon as possible and by 7.30am.

Employees who are delayed may be expected to make up this time at a later date. However, this will be at management discretion depending on the degree of lateness, the severity of the weather conditions/disruptions to public transport and the employees' personal circumstances.

If an employee has made all reasonable efforts to get to work but failed to do so because of severe weather conditions or disruptions to public transport, it is the Line Manager's responsibility to consider whether or not the employee should:

- make up for the time at a later date
- be allowed to work from home.

Where these options are not available, with the Line Manager's permission, the employee may take annual leave, or if there is no entitlement to annual leave to take unpaid leave.

SECTION 2

The Disciplinary & Grievance Policies and Procedures

1. DISCIPLINARY POLICY AND PROCEDURES

The purpose of this disciplinary policy is to set out the standards of conduct, attendance and job performance expected of all employees and ensure that the employer behaves fairly towards employees in investigating and dealing with actual or suspected instances of unacceptable conduct, attendance or performance. It is the employer's policy to ensure that steps are taken to establish the facts and give its employees the opportunity to respond before taking any formal action.

Employees are expected to familiarise themselves with this policy, its procedures, relevant rules and standards and abide by these.

This disciplinary policy is not contractual, and the employer reserves the right to depart from the precise requirements of the disciplinary procedures specified below where it is considered appropriate to do so and where the resulting treatment of the employee is considered to be no less fair.

All cases of disciplinary action under this policy will be recorded and placed in the employer's records. A copy of the employer's relevant records can be supplied via a subject access request.

Employees are required to maintain a professional and responsible standard of conduct. In particular employees are required to:

- Observe and comply with their terms and conditions of employment
- Act in accordance with the Policies contained in this Handbook
- Observe the Health and Safety Policy
- Comply with all reasonable instructions given by a Manager
- Act at all time in the best interest of the employer.

2. OFFENCES

The degree of seriousness of an offence can range from trivial that may be dealt with by way of an informal warning to gross misconduct that may result in summary dismissal.

An employee will not normally be dismissed for a first act of misconduct or underperformance unless the employer decides that it amounts to gross misconduct, it occurs within a probationary period or during the first two years of employment.

Minor offences

When minor offences occur an employee may be given an informal reprimand and/or issued with a letter of concern/improvement notice. A record of an informal warning may be placed on the employee's personnel file.

Repeated incidents of minor offence are likely to result in formal disciplinary action.

Serious offences/Misconduct

The following are examples (which are not exhaustive) of behaviour that will normally be considered to be misconduct and dealt with under the employer's disciplinary policy:

- Minor breaches of the employer's policies and procedures, in particular the employer's sickness absence policy and its Health and Safety Policy
- Minor breaches of contract
- Poor time keeping
- Unauthorised absence from work
- A single and/or less serious refusal or failure to carry out instruction or perform required duties
- A single and/or less serious example of negligence or carelessness in the employee's performance of duties
- Excessive use of the employer's telephone systems, mobile telephone Internet, e-mail and IT systems for personal use
- Failure to safeguard the keys to the employer's premises

- Offensive behaviour and/or the use of foul language
- Minor breaches of General Data Protection Regulations

These offences are not exclusive or exhaustive and offences of a similar nature will be dealt with under this section of the procedures.

Gross Misconduct

This covers any action of an employee which is deliberate, reckless or negligent, which does, or could, injure, damage or interfere with any other employee, visitor, employer property or the employer's business.

Gross Misconduct occurs where a single act of misconduct is so serious that the employer considers that it is likely to prejudice the employer, its reputation or irreparably damage the working relationship and trust between the employer and the employee.

The following are examples of gross misconduct:

- Theft, unauthorised possession or removal of any property belonging to the employer or any employee, contractor, client, customer or member of public
- Fraud, forgery, conspiracy or other dishonesty, including falsification of reports, records, accounts, timesheets, expense claims or self-certification forms
- Acceptance of bribes or other secret payments or attempts to bribe
- Unauthorised acceptance or unauthorised giving of gifts
- Serious, deliberate or wilful damage to the property of the employer or its employees, contractors, clients, customers or members of the public
- Serious misuse of the employer's property or name
- Bringing the employer's name into disrepute
- Unauthorised absence
- Conviction of a criminal offence that in the employer's opinion may affect its reputation or its relationship with its employees, clients, customers or the public, or otherwise continue to affect suitability to continue to work for the employer
- Actual or threatened violence or behaviour which provokes violence
- Being aggressive, offensive or threatening in language and/or demeanour
- Harassment of, or discrimination against employees, contractors, clients, customers or the public, related to their gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age contrary to the employer's Equal Opportunity Policy
- Making a false disclosure under the employer's whistle blowing policy in bad faith
- Making an untrue allegation against another employee either maliciously, for personal gain or in bad faith
- Victimising an employee who has made a complaint or provided evidence in accordance with the employer's Whistle blowing or Equal Opportunities Policy
- Serious insubordination or repeated failure to follow instructions
- Causing loss, damage or injury through serious neglect
- Serious breach of your contract of employment or the employer's operating and/or safety procedures
- Serious and/or deliberate breaches of General Data Protection Regulations
- Refusal to provide information required by the employer that may have a bearing on an employee's ability to perform their duties
- Giving the employer false information as to entitlement to work in the United Kingdom or qualification in order to obtain employment and/or other benefits
- Being under the influence of alcohol or illegal drugs or other substances during working hours and/or on the employer's premises
- Deliberate misuse of the employer's internet including accessing of internet sites containing pornographic, offensive or obscene material
- Deliberate misuse of the employer's information technology including misuse of licensed software
- Unauthorised use or disclosure of confidential information or failure to ensure confidential information in your possession is kept secure
- Serious breach of trust and confidence

- Clocking in or out for another employee

These examples are not exhaustive or exclusive and instances of a similar nature will be dealt with under this section of the procedures.

Where an employee has been summarily dismissed for gross misconduct, this will ordinarily result in dismissal without notice or pay in lieu of notice.

3. PROCESS

This disciplinary procedure is used to deal with misconduct, attendance and underperformance issues.

If an employee has any difficulty at any stage of the disciplinary process as a result of a disability or because English is not their first language they should discuss this with their Line Manager.

All employees must keep confidential any information disclosed to them during an investigation or disciplinary matter.

Investigation

No decision on disciplinary action will be taken before a full and thorough investigation has been undertaken by the employer in order to establish a fair and balanced view of the relevant facts and the allegations made before deciding whether to proceed to a disciplinary meeting. The extent of the investigation will depend upon the nature of the allegation and will vary from case to case. An employee does not have the right to bring a companion to any investigation meeting however the employer may allow this if it assists the employee overcoming a disability, or any difficulty in understanding English. Investigation meetings are solely for the purpose of fact finding and no disciplinary sanction will be applied until a disciplinary meeting has been held and only then, if appropriate in the circumstances.

Criminal Charges

Where the disciplinary offence is subject to criminal investigation, charge or conviction the employer will investigate the facts before deciding whether to take formal disciplinary action. The employer will not normally wait for the outcome of any criminal prosecution before investigating the offence through their internal processes and deciding whether disciplinary action is appropriate. In the event that an employee is advised not to attend a disciplinary meeting the employer will take a decision based on the evidence available to it.

Suspension

In appropriate cases the employer may, as a precautionary measure, suspend an employee for such a period as is necessary to conduct its investigation. The period of suspension will be as brief as possible and will remain under review. If an employee is suspended, the contract of employment will be deemed to continue together with all rights under that contract. The employee will be entitled to receive basic pay for the period of suspension. However, during the period of suspension the employee should not visit the employer's premises (or sites the employer may be working on) or contact any of the employer's clients, customers, suppliers, contractors or staff unless they have been authorised to do so by a Senior Manager and subject to such conditions as the employer may impose.

Suspension is not a disciplinary sanction and does not imply that any decision has already been made by the employer.

The decision to suspend will be notified by a Senior Manager and confirmed in writing.

Meeting

In all cases, where there may be grounds for disciplinary action the employee will be required to attend a disciplinary meeting. The meeting will be held without unreasonable delay. The employer will inform the employee in writing of the date, time and venue of the disciplinary meeting and will usually give the employee between 24 hours and three days' notice of the meeting.

The timing and location of the meeting will be such that all parties are able to attend. If any party, including the employee's companion, is unable to attend, the meeting will be re-arranged for an alternative and suitable date and time; this will be no longer than five working days from the originally proposed date.

The employee will be informed of the allegations that have been made, the basis for the allegations and the range of possible outcomes if after the disciplinary meeting the employer concludes that the allegations are true.

Where appropriate the employer will also endeavour to provide the employee with the following:

- Relevant information gathered during the investigation
- Copies of relevant documents to be relied upon at the disciplinary meeting
- Copies of relevant witness statements, except where confidentiality is to be preserved, in which case the employer will give the employee as much information as possible whilst preserving confidentiality.

Employees are required to make every effort to attend the meeting and continual failure to attend without good reason may be treated as misconduct in itself. If an employee fails to attend without good reason or repeatedly fails to attend a disciplinary meeting even where this may be due to ill health the employer may make a decision based on the evidence available to it.

At the meeting the Disciplinary Officer will explain in detail the allegations made against the employee and the evidence that has been gathered. The employee will be given an opportunity to respond to the allegations and state their case. The employee may produce any evidence, including documents that they consider to be relevant and call any witnesses whose evidence may be helpful to them provided that they give the employer sufficient notice to be able to arrange such attendance. The employee will not normally be permitted to cross-examine witnesses.

Wherever possible, an employer representative will take minutes of the meeting.

Employees are not permitted to record a disciplinary meeting. Recording devices (including mobile telephones) must not be taken into a meeting of this nature. The employer may listen to requests for employees with mitigating circumstances to record meetings. This is at the absolute discretion of the Disciplinary Officer. If an employee has found to have breached this policy further disciplinary action may be taken.

The employer may adjourn a meeting if it needs to carry out further investigations in light of any issues raised at the meeting. The employee will be given an opportunity to consider any new evidence prior to the meeting being reconvened.

After all evidence has been heard, the meeting will be adjourned whilst the outcome is considered.

Where possible the employer will reconvene the meeting on the same day and explain to the employee the employer's decision and the reason for it. In certain circumstances the meeting may not re-convene on the same day. If this is the case the employee and their companion will be informed of the date and time when the meeting will reconvene.

The decision will be confirmed to the employee in writing setting out the reason for the decision and confirming the employee's right of appeal.

The Right to be Accompanied

The employee is entitled to bring a companion to a disciplinary meeting or an appeal meeting. The chosen companion must be either a fellow employee, a trade union representative or an official employed by a trade union. The employee must tell the person conducting the disciplinary meeting of the name of their chosen companion prior to the meeting taking place.

Acting as a companion is voluntary and an employee cannot be forced to be an employee's companion. If they agree to act in this capacity they are entitled to reasonable paid time off work to do so. Any employee who is attending as a companion is also responsible for ensuring that they have authorisation from their Line Manager to be away from their normal work duties.

At the meeting the employee's companion may make representations to the employer on the employee's behalf but is not permitted to answer questions for them. The employee and companion may confer at any time during the meeting.

In some cases the employer may consider the employee's choice of companion to be unreasonable and ask that the employee chose another companion. Examples of when the employer may do this are where (i) the employer is of the opinion that the proposed companion may have a conflict of interest or may prejudice the meeting, (ii) the proposed companion works at another site and it is reasonable for the employee to choose a companion at the site at which they work or (iii) the companion cannot attend the scheduled meeting and cannot attend another meeting for more than five working days.

Only in exceptional circumstances will the employer exercise its discretion and allow an employee to bring a companion to the meeting who is not a fellow employee or a trade union official.

4. WARNINGS, DISMISSALS AND OTHER SANCTIONS

A sanction will only be imposed after a disciplinary meeting has been held. The employer aims to deal with all disciplinary matters fairly and consistently and will give consideration to sanctions imposed for similar misconduct or underperformance but this will not fetter the employer's decision as to the sanction to be imposed. Each matter will be considered on its own merits.

First Warning

This will usually be appropriate for a first act of misconduct where there are no other active warnings. The employee will be advised that the warning constitutes the first formal stage of this procedure. The warning shall stipulate how long it will remain in effect (up to a maximum of 12 months) and what improvement/action is required. It shall state that future employment will be at risk if there is a repetition of the offence, or if any other offence of similar severity should occur in the stipulated period.

If the subject of the disciplinary meeting is deemed so serious that a first warning is inappropriate, the employer reserves the right to impose a final warning and in the most exceptional case to dismiss the employee.

Final Warning

A final warning will usually be appropriate where there are already active warnings on file or where the misconduct or underperformance is sufficiently serious in itself to warrant a final written warning.

The warning will state that, if the employee commits a further offence of misconduct or underperformance during the specified period (up to a maximum of 12 months) their employment will be liable to termination.

If the subject of the disciplinary meeting is deemed so serious that a final warning is inappropriate, the employer reserves the right to dismiss the employee.

Dismissal

Dismissal will not normally be the sanction for a first disciplinary offence unless the employer decides that it amounts to gross misconduct, it occurs within a probationary period or within the first two years of employment. The employer reserves the right to dismiss for any act of gross misconduct regardless of whether there are any active warnings on file or where there has been further misconduct during a period of an active final written warning.

In the event of dismissal for repeated acts of misconduct or underperformance the appropriate notice of termination will be given. An employee may not be required to work their notice period in these circumstances.

Gross misconduct will usually result in dismissal without notice or pay in lieu of notice.

Alternatives to Dismissal

In some cases the employer may at its discretion consider alternatives to dismissal. These may be authorised by a Senior Manager and will usually be accompanied by a final written warning.

As alternatives to dismissal, the employer may consider the following (non-exhaustive) options:

- extension of a final written warning
- demotion
- transfer to another department or job
- a period of suspension without pay
- loss of seniority
- reduction in pay
- loss of future pay increment or bonus
- loss of overtime.

Effect of a Warning

Warnings issued by the employer will set out the nature of the allegation, the change in behaviour that is required, the period the warning will remain active and the likely consequences of further misconduct or underperformance.

Warnings will not usually be stated as lasting longer than 12 months however, in exceptional circumstances (by way of example only, where there has been a serious breach of health and safety) a warning may be stated as being indefinite.

After the period of the warning has expired, the warning will remain on the employee's personnel file but will not be taken into consideration in deciding the outcome of any future disciplinary meetings.

The Right to Appeal

If an employee disagrees with the outcome of a disciplinary meeting they have the right to appeal the decision.

The employee is required to state, in writing, that they wish to appeal within five working days of the date on which they received the written decision. The written request must include the grounds on which the appeal is based.

Where an employee is appealing against a dismissal the date of the dismissal will not be delayed pending the outcome of the appeal. If the employee successfully appeals against dismissal the employer will reinstate their employment with no loss of continuity of employment or pay.

If an employee raises a new issue in the appeal request the employer may have to conduct additional investigation. Where new information has come to light as a result of that investigation a summary of this together with copies of any additional relevant documents will be provided to the employee in advance of the meeting.

Where possible an appeal meeting will be heard by a Manager or Director who was not involved in the original meeting or investigation. The employee will be entitled to be accompanied by a fellow employee of their choice or a Trade Union Representative.

The employee will be given written notice of the time, date and venue for the appeal meeting.

After the appeal meeting, the employer may have to carry out further investigations. The employee will be informed of the final decision in writing. The employer may confirm the original decision, revoke the original decision or substitute a different sanction. The outcome of the appeal is final, there is no further stage of appeal.

5. GRIEVANCE POLICY AND PROCEDURE

Informal Process

If an employee has any grievance relating to their employment they should raise the matter promptly with their Line Manager. It may be possible to resolve an employee's grievance through informal discussion with their Line Manager.

Formal Process

Where the employee's grievance is not resolved through informal discussion or the employee wishes to initiate a formal grievance process the employee should submit their grievance in writing setting out a description of the nature of the grievance and provide relevant facts, including dates, times and names of individuals involved. The employee should give the written grievance to their Line Manager. If the grievance is about their Line Manager this should be given to a more senior Manager within the employer.

The employer may ask for additional information to be supplied to assist it in investigating the grievance.

The employer will normally need to investigate the grievance(s) raised. The extent of any investigation will depend upon the nature of the allegations and will vary from case to case. The employee will be required to co-operate with any investigation, which may include providing further information such as dates, times, details of witnesses, giving a statement or attending a meeting. Where the employer feels that it is appropriate to do so, it may commence an investigation prior to the grievance meeting.

If the employee believes that they are being sexually or racially harassed or the victim of some other form of harassment or unlawful discrimination, they should read the employer's Equal Opportunities Policy, which gives instructions on how to deal with such matters before instigating the grievance procedure.

The Meeting

The employee who has raised the grievance will be invited to attend a grievance meeting usually within 5 working days of the employer's receipt of a written grievance. The timing and location of the meeting will be such that all parties are able to attend. The employee (and any companion) is required to make every effort to attend the grievance meeting. If any party, including the employee's companion, is unable to attend, the meeting will be re-arranged for an alternative and suitable date and time; this will be no longer than five working days from the originally proposed date. If the employee is continually unable to attend a grievance meeting the employer may assume that they have withdrawn their grievance or may decide to continue investigating based on the information available at that time.

At the meeting the employee will be given the opportunity to explain their grievance and discuss how it may be resolved. The employee will be expected to assist the employer by providing any information that may be required to enable it to make a decision and to look for a resolution. A note taker will be present.

Following the grievance meeting the employer will carry out any necessary further investigations. The outcome will be communicated in writing to the employee together with details of any further action the employer intends to take. The employer will endeavour to conclude the matter within a reasonable time frame without unnecessary delay.

The outcome will be confirmed to the employee in writing setting out the reason for the decision, the resolution and confirming the employee's right of appeal.

If an employee has any difficulty at any stage of the grievance process as a result of a disability or because English is not their first language they should discuss this with their Line Manager.

The grievance policy/procedure should not be used to complain about a dismissal or disciplinary action. In such cases an appeal should be made under the disciplinary policy/procedure.

Appeal Meeting

If an employee disagrees with the outcome of a grievance meeting, they have the right to appeal the decision.

An employee is required to state, in writing, that they wish to appeal within five working days of the date on which they received the written decision. The written appeal must include the grounds on which the appeal is based.

An appeal meeting will be arranged, usually within five days of receipt of the employee letter of appeal.

If an employee raises a new issue as part of their appeal the employer may have to conduct additional investigation. The employee must provide relevant documentation to support their appeal.

Where possible an appeal will be heard by a Manager or Director who was not involved in the original meeting or investigation.

After the appeal meeting, the employer will inform the employee of the outcome which is final and binding. There is no further stage of appeal.

The Right to be Accompanied

The employee is entitled to bring a companion to a grievance meeting or an appeal meeting. The chosen companion must be a fellow employee, a trade union representative or an official employed by a trade union. The employee must tell the person conducting the grievance meeting of the identity of their chosen companion prior to the meeting taking place.

Acting as a companion is voluntary and an employee cannot be forced to be an employee's companion. If they agree to act in this capacity they are entitled to reasonable paid time off work to do so. Any employee who is attending as a companion is also responsible for ensuring that they have authorisation from their Line Manager to be away from their normal work duties.

At the meeting the employee's companion may make representations to the employer on the employee's behalf but is not permitted to answer questions for them. The employee and companion may confer at any time during the meeting.

In some cases the employer may consider the employee's choice of companion to be unreasonable and ask that the employee chose another companion. Examples of when the employer may do this are where (i) the employer is of the opinion that the proposed companion may have a conflict of interest or may prejudice the meeting, (ii) the proposed companion works at another site and it is reasonable for the employee to choose a companion at the site at which they work or (iii) the companion cannot attend the scheduled meeting and cannot attend another meeting for more than five working days.

Only in exceptional circumstances will the employer exercise its discretion and allow an employee to bring a companion to the meeting who is not a fellow employee or a trade union official.

6. CAPABILITY PROCEDURE

The capability procedure is used to deal with performance standards and to encourage improvement where necessary. The policy is not used to deal with cases of misconduct, proposed redundancies.

The employer aims to deal with performance issues fairly and will establish the facts and give employees the opportunity to respond to any performance issues at a meeting before any formal action is taken.

Performance issues will usually be raised on an informal basis with the employee's Line Manager as part of day-to-day management. Informal discussions can help clarify the standards expected, identify any contributing factors and identify training needs.

Such discussions should be held in private and without undue delay. Where appropriate, a record of an informal discussion may be placed on the employee's personnel file but will be ignored for the purpose of future capability meetings. Where the employer has concerns but does not think formal action is justified it may issue a letter of concern which may be taken into consideration for the purpose of any future capability meetings. A formal capability procedure should be used where an informal discussion has not led to improved performance or where the performance issue is sufficiently serious to justify the use of the formal process.

The employer will not usually dismiss an employee for performance reasons without previous warnings thus giving the employee the opportunity to improve. However, in serious cases of gross negligence or where an employee is in a probationary period dismissal without prior warnings may be appropriate.

The employer will consider whether the employee's poor performance may be related to a disability and if so, whether reasonable adjustments can be made to the employee's working arrangements. The employer will also consider whether this procedure needs to be amended to take account of the employee's disability. Employees are expected to inform the employer of any disability or condition that they consider relevant to the performance issue.

The Right to be Accompanied

The employee is entitled to bring a companion to a capability meeting or an appeal meeting. The chosen companion must be either a fellow employee, a trade union representative or an official employed by a trade union. The employee must tell the person conducting the capability meeting of the identity of their chosen companion prior to the meeting taking place.

Acting as a companion is voluntary and an employee cannot be forced to be an employee's companion. If they agree to act in this capacity they are entitled to reasonable paid time off work to do so.

At the meeting the companion may make representations to the employer on the employee's behalf but is not permitted to answer questions for them. The employee and companion may confer at any time during the meeting.

In some cases the employer may consider the employee's choice of companion to be unreasonable and ask that the employee chose another companion. Examples of where the employer may do this are where (i) where the employer is of the opinion that the proposed companion may have a conflict of interest or may prejudice the meeting, (ii) the companion cannot attend the scheduled meeting and cannot attend another meeting for more than five working days.

Only in exceptional circumstances will the employer exercise its discretion and allow an employee to bring a companion to the meeting who is not a fellow employee, a trade union representative or an official employed by a trade union.

The Meeting

If the employer considers that it is appropriate to take formal action it will invite the employee to attend a capability meeting. The employer will notify the employee in writing of the date, time and venue of the capability meeting and will usually give employees between two to five working days' notice of the meeting together with information as to the alleged poor performance, reasons for the employer's concern, and the likely outcome in the event that the employer considers the employee's performance to have been unsatisfactory.

Where appropriate the employee will be given the following;

- Relevant information gathered during an investigation
- Copies of relevant documents to be relied upon at the meeting
- Copy of any relevant witness statements, except where confidentiality is to be preserved, in which case the Nursery will give the employee as much information whilst preserving confidentiality.

The meeting will usually be conducted by the employee's Line Manager or a senior manager. A note taker will usually be present.

At the meeting the employee will be informed of the standard of performance that they have failed to attain and be shown any relevant evidenced obtained by the employer. The employee will be given the opportunity to respond to any performance issue and is permitted to ask questions, make representations, call witnesses and refer to other relevant documentation.

The employer will attempt to identify the likely causes of the employee's poor performance. Consider any measures that could be taken to improve performance or where measures have already been taken consider what further measures may be appropriate to improve performance. Measures may include supervision and/or training.

Where appropriate the employer may set targets for improved performance within a specified time scale and will discuss the targets set and time frame with the employee.

If dismissal is a possibility the employer will consider whether there is a likelihood of the employee's performance improving within a reasonable time and whether there is a practical alternative, such as redeployment or demotion.

A meeting may be adjourned if the employer needs to give further consideration to the matters discussed at the meeting. If any new information is obtained the employee will be given an opportunity to consider this.

Stage 1 Meeting

If following a stage 1 capability meeting the employer decides that the employee's performance is unsatisfactory the employee may be issued with either a letter of concern or a first written warning setting out the area/s where the employee did not meet the required standard, areas of improvement required and with appropriate details of targets set, details of any measures to be taken such as training and supervision, a period of review in warning letters only and the consequence of failing to improve within the period of review and/or other unsatisfactory performance.

A stage 1 warning will usually remain active for a period of 12 months thereafter it will expire and will not be taken into consideration in any other capability meetings.

The employee's performance will be monitored during the review period. At the end of the review period the employer will write to the employee and either confirm that there has been sufficient improvement in their performance and no further action will be taken or alternatively, where the employer is not satisfied that the employee's performance has not met the required standard the matter may be progressed to a Stage 2 meeting or if the employer feels that there has been substantive but insufficient improvement it may extend the review period.

Stage 2 Meeting

If an employee's performance does not improve within the review period set out in a first written warning or if there is further evidence of poor performance while a warning is active the employer may decide to hold a stage 2 meeting. The employee will be notified of the date, time and venue of the meeting. The written notification provided and the meeting will be conducted as set out in the section headed 'The Meeting'.

If following a stage 2 capability meeting the employer decides that the employee's performance is unsatisfactory the employee will be issued with a final written warning setting out the area/s where the employee did not meet the required standard, areas of improvement required and where appropriate details of targets set, details of any measures to be taken such as training and supervision, a period of review and the consequence of failing to improve within the period of review and/or other unsatisfactory performance.

A stage 2 warning will usually remain active for a period of 12 months thereafter it will expire and will not be taken into consideration in any other capability meetings.

The employee's performance will be monitored during the review period. At the end of the review period the employer will write to the employee and either confirm that there has been sufficient improvement in their performance and no further action will be taken or alternatively, where the employer is not satisfied that the employee's performance has not met the required standard the

matter may be progressed to a Stage 3 meeting or if the employer feels that there has been substantive but insufficient improvement it may extend the review period.

Stage 3 Meeting

If an employee's performance does not improve within the review period set out in a stage 2 warning, if there is further evidence of poor performance while a warning is active or if the employee has been grossly negligent such as to warrant dismissal without prior warning the employer may decide to hold a stage 3 meeting. The employee will be notified of the date, time and venue of the meeting. The written notification provided and the meeting will be conducted as set out in the section headed 'The Meeting'.

If following a stage 3 capability meeting the employer decides that the employee's performance is unsatisfactory the employer may consider a number of options including; dismissal, redeployment to a suitable alternative position at a lower grade, extending an active warning and setting out a further review period only where the employer believes that substantial improvement is likely with a review period or giving a final written warning where no final written warning is active.

Should the employer decide to dismiss, this will usually be with notice or pay in lieu of notice except where the employee's conduct has been grossly negligent to warrant dismissal for gross misconduct.

Appeals

If an employee disagrees with the outcome of a capability meeting they have the right to appeal the decision.

An employee is required to state, in writing, that they wish to appeal. This should be done within five working days of the date on which they received the written decision. The employee must clearly state in writing the grounds on which the appeal is based.

If an employee raises a new issue in the appeal the employer may have to conduct additional investigations. Where new information has come to light as a result of that investigation a summary of this together with any additional relevant documents will be provided to the employee in advance of the meeting.

Where possible an appeal will be heard by a Manager or Director who was not involved in the original meeting or investigation. The employee will be entitled to be accompanied by a trade union representative or an official employed by a trade union.

The employee will be given written notice of the time, date and venue for the appeal meeting. This will usually be between two and seven working days after receiving the appeal request.

After the appeal meeting, the employer will inform the employee of the final decision. The employer may confirm the original decision, revoke the original decision or substitute a different penalty. This will be notified to them in writing usually within one week of the meeting and will be final and binding.

SECTION 3

Employer Policies

1. EQUAL OPPORTUNITIES

The employer is committed to a policy of treating all its employees and job applicants equally and ensuring that the working environment is free from unfair treatment, discrimination and harassment. We seek to promote a culture where decisions are made on merit.

No employee or prospective employee shall receive less favourable treatment on the grounds of race, sex or marital status, nationality, ethnic origin, religion or beliefs, sexual orientation, gender re-assignment, age or disability. Neither will any person be disadvantaged by any condition of employment or employer requirements that cannot be justified as necessary on operational grounds.

This policy applies to all aspects of the employer's relationship with its employees and relationships between employees. This includes job advertisements, recruitment and selection, training, development, conduct, disciplinary and grievance procedures and the termination of employment. The employer shall appoint, train, develop and promote on the basis of merit and ability.

The employer will also regularly review its conditions of employment, benefits and facilities to ensure that they are available to all employees who should have access to them.

This principle of non-discrimination and equality extends to the way employees treat the employer's visitors, clients, customers, colleagues and former employees.

All employees, regardless of their seniority, have a duty, both morally and legally to treat others with dignity and not to discriminate against individuals.

Managers and Line Managers who are involved in the recruitment, selection, promotion and training of employees have special responsibility for promoting the policy's objectives and its practical application.

The employer encourages any employee who feels that they have been unfairly treated or discriminated against to raise this with their Line Manager or an alternative Manager. If an employee feels or considers that they have been disadvantaged on one of the grounds listed above, they SHOULD NOT HESITATE to report the matter so that the issue can be investigated and resolved.

Any allegation made about a potential breach of this policy will be treated in confidence and dealt with in accordance with the employer's procedures. An Employee who makes an allegation in good faith should not be victimised or treated any less favourably as a result. Any allegations made in bad faith will be dealt with under the employer's disciplinary policy/procedure.

Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination, which includes direct discrimination, indirect discrimination, harassment or victimisation. Serious contravention of this policy may be treated as gross misconduct and may result in dismissal.

If there is any uncertainty about this policy, employees should consult their Line Manager.

2. ANTI-HARRASSMENT AND ANTI-BULLYING

The employer recognises the importance and value of having a culture that is diverse, equitable and inclusive. The employer is committed to providing a working environment where all employees and workers are treated with dignity and respect, free from bullying and harassment.

This policy applies to anyone working for the employer, including but not limited to employees, apprentices, workers, contractors, volunteers, interns. The policy also applies to job applicants and is relevant to all stages of the employment relationship. This policy also applies to bullying and harassment by a third party.

Harassment

Harassment is unwanted conduct related to the following protected characteristics; disability, sex, gender reassignment, race, religion or belief, sexual orientation and age that has the purpose or effect of:

- Violating someone else's dignity; or
- Creating an intimidating, hostile, degrading, humiliating or offensive environment for someone else.

The Equality Act 2010 makes three types of harassment unlawful, these are:

- Harassment related to a 'relevant protected characteristic'
- Sexual Harassment
- Less favourable treatment of a worker because they submit to, or reject sexual harassment or harassment related to sex or gender reassignment.

Harassment can occur where someone perceives another person to have a protected characteristic, for example a perception that someone is transgender even if they are not.

Harassment may also arise by association, this is where someone is harassed because of their association with someone with a protected characteristic, for example having a family member of a particular religion.

Harassment can occur in many forms, it may take place at work, outside work, at work related social events, it may be in person, over telephone calls or online including on social media. The harassment may be physical, verbal or non-verbal.

Examples of harassment include but are not limited to;

- "banter", jokes, taunts or insults that are sexist, racist, ageist, transphobic, homophobic or derogatory against any other protected characteristic
- unwanted physical behaviour such as pushing or grabbing
- excluding someone from a conversation, social event or otherwise marginalising them from the group
- repeated requests to attend social activities when it has been made clear the individual does not wish to attend
- derogatory comments about pregnancy, maternity leave or IVF treatment
- mimicking or making fun of someone's disability
- derogatory or offensive comments about religion or another protected characteristic
- unwelcome comments about someone's appearance or the way they dress that is related to a protected characteristic
- "outing" or threatening to "out" someone i.e. revealing their sexual orientation against their wishes
- consistently using the wrong pronouns for someone following the transition of a person's gender identity
- displaying images that are racially offensive
- excluding or making derogatory comments because of a perceived protected characteristic or they are associated with someone with a protected characteristic.

Sexual Harassment

The employer is legally obliged to take reasonable steps to prevent sexual harassment of their workers in the course of their employment and by third parties.

Sexual harassment is defined as:

- conduct of a sexual nature that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment; and
- less favourable treatment related to sex or gender reassignment that occurs because of a rejection of, or submission to, sex conduct.

Sexual harassment can occur in many forms, it may take place at work, outside work, at work related social events, it may be in person, over telephone calls or online including on social media. Sexual harassment may be physical, verbal or non-verbal.

Examples of sexual harassment include but are not limited to:

- physical conduct of a sexual nature, unwelcome physical contact or intimidation
- persistent suggestions to meet up socially after a person has made clear they do not welcome such suggestions
- showing or sending offensive or pornographic material by any means (e.g. by text, WhatsApp, video clip, email or posting on the internet or social media)
- unwelcome sexual advances, propositions, suggestive remarks or gender-related insults
- offensive, unwelcome or uninvited comments about appearance or dress
- innuendo or lewd comments
- leering, whistling or making sexually suggestive gestures and
- gossip and speculation about someone's sexual orientation, transgender status or someone's sexual history, including spreading malicious rumours.

Bullying

There is no legal definition of bullying, however the employer considers it to be offensive, humiliating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened or causes unwanted mental or physical injury to another.

Bullying can take the form of physical, verbal and non-verbal conduct, it can take place face to face, online, by email, phone call or social media, it may occur at work or outside of work.

If the bullying relates to a person's protected characteristic, it may also constitute harassment and, therefore will be unlawful.

Examples of bullying may include:

- physical, verbal or psychological threats
- excessive levels of supervision
- inappropriate and derogatory remarks about a person's performance

A reasonable instruction or legitimate, reasonable, constructive criticism given to an employee or worker during the course of their employment will not, on its own, amount to bullying

Microaggressions are statements, actions or incidents that are regarded as indirect, subtle or unintentional discrimination against a marginalised group. Microaggressions might be conscious and obvious insults towards a marginalised group or individual passed off as a joke, they could be unintentionally insensitive remarks or they could be where someone seeks to deny or cancel the feelings or experiences of a marginalised group.

The employer is committed to taking proactive measures to prevent all forms of bullying and harassment including sexual harassment. These measures will include:

- The induction programme will ensure that all new starters are made aware of and understand the employers anti-bullying and anti-harassment policies and their obligations in this regard.
- Training and/or guidance will be provided to all employees and workers regularly on the employer's anti-harassment and anti-bullying policies along with training on diversity and inclusion and their role in helping prevent harassment and bullying.
- Line managers will be provided with training to ensure they understand how they implement the policy and their role in preventing bullying and harassment occurring within the workplace and by third parties as appropriate.
- The employer will identify and address issues through the monitoring of information obtained through different channels, including return to work meetings, one to one conversations, exit interviews and anonymous surveys.
- The employer will undertake regular risk assessments to determine the potential for exposure to sexual harassment in the workplace and by third parties, identifying specific duties, tasks, roles or events which may pose an increased risk. The assessment will identify the reasonable steps the employer can and will take the exposure to such risks.
- The employer will communicate its approach to bullying and harassment and its expectations in this regard to third parties that it works with, where members of the public will interact with employees or workers the employer will seek to confirm their expectations, this may be in the form of signage or other methods.
- The employer has a zero tolerance approach to discrimination, harassment and bullying including all forms of sexual harassment and will take steps to ensure that this is communicated to all employees and workers.

The employer is committed to providing a safe and respectful workplace and promoting an environment based on dignity and trust and one that is free from discrimination, harassment, bullying or victimisation.

The employer recognises the detrimental impact bullying and/or harassment can have on an individual's wellbeing, confidence and morale and as a result recognises that bullying and/or harassment can have a significant impact on the overall wellbeing of an organisation. Therefore, it is essential that everyone associated with the employer understands that they have an obligation to comply with this policy and ensure its terms are put into effect, irrespective of job role it is every individual's responsibility to uphold, promote and apply this policy.

All employees and workers are under a moral and employer duty to disclose any incident of bullying or harassment to a member of management. A bully or harasser will only escape detection if others permit their behaviour.

Reporting – Informal Route

Any employee or worker who believes they are the victim of bullying or harassment is strongly encouraged to make it clear to those responsible for the behaviour that they find such conduct unwelcome or offensive and ask them to stop. The alleged bully or harasser may not be aware of the affect their behaviour is having. In many cases this may be sufficient to stop the bullying or harassment. Where it is not sufficient and the harassment continues or where it is difficult or inappropriate for the victim to raise the issue with the bully or harasser (for example, where the employee concerned may be in a more senior position), the employee or worker should contact an appropriate member of management for support.

Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately, if they become aware of any harassment taking place and are supportive towards any employee or worker who complains of harassment.

If the employee or worker does not wish to make a formal complaint, then their Line Manager may, if considered appropriate and necessary, deal with the matter on an informal and confidential basis by speaking to the bully or harasser on their behalf.

There may be instances where an employee or worker does not wish for management or HR to talk to the individual on their behalf, the employer will respect the wishes of the employee or worker reporting the bullying or harassment wherever possible. However, where the allegations are particularly serious or the welfare of the employee, other employees or workers is at risk it may be necessary for the employer to approach the individual involved and commence a formal investigation.

The employer will not tolerate bullying or harassment by a third party such as customers, clients, suppliers and/or contractors. Should an employee or worker experience bullying or harassment by a third party they should report this to their line manager or another appropriate manager who will support the employee or worker and advise them on the best course of action.

Reporting – Formal Route

If an individual is not happy with the outcome of an informal process or they feel it is inappropriate to approach the issue informally they may decide to raise it formally.

To raise a formal complaint an employee or worker should discuss it first with their line manager, providing the employee or worker is comfortable to do so. Where the complaint is about their line manager, or they do not feel comfortable to raise it to their line manager, they should report this to someone more senior than their manager or if applicable their HR department.

A formal complaint may be raised under the employer's Grievance Policy if it applies to that individual, however an employee or worker may prefer to raise it under this policy because it is specifically aimed at dealing with such issues. A complaint cannot be raised under this policy if a complaint has already been raised about the same issue under the Grievance procedure.

Where a formal complaint is made under this policy, the individual's Line Manager or another manager will arrange for the complaint to be fully investigated promptly. As far as is reasonably practicable to conduct a fair investigation, confidentiality will be preserved. Every formal complaint will be investigated thoroughly, in an objective and confidential manner whilst respecting the rights of the complainant and the alleged harasser or bully.

The person making the formal complaint will usually be asked to set out the complaint in writing, providing as much detail as possible, including the name of the alleged bully/harasser, the nature of the bullying or harassment, names of any witnesses, dates, times, locations and any action that has been taken thus far to address the matter.

The employee or worker will be asked to attend a meeting to discuss the complaint in full, they will have the right to be accompanied by a colleague or trade union representative.

The employer will hold a meeting with the alleged bully/harasser to ascertain their response to the allegations. The employer will speak to any witness and carry out any further investigations, this may include meeting with the individual making the complaint to obtain further information dependant on the information gathered from the alleged bully or harasser. Anybody involved in the investigation will be told to keep the matter confidential.

Once all the necessary information has been obtained the evidence will be considered in full and the individual making the complaint will be informed of the decision reached by the investigating manager.

Where the complaint is upheld the employer will commence disciplinary action against the bully/harasser. Where the allegations are upheld and the alleged bully/harasser is found to be in breach of this policy the sanction will range up to an including dismissal on the grounds of gross misconduct. The specific action taken will be dependent on the nature and severity of the allegations found against the bully/harasser, whether this is a repeat offence and whether there are any aggravating factors such as an abuse of power. In some cases one instance may be sufficiently serious to warrant dismissal on the grounds of gross misconduct.

The employer will make every effort to complete an investigation into bullying and harassment as quickly as possible.

Where the alleged bully/harasser is a third party it may be necessary to make amendments to this procedure to ensure proper investigations are conducted, where this is necessary the employer will inform the person raising the complaint and discuss this with them.

If an employee or worker is unhappy with the outcome of the formal investigation they may appeal the decision.

The appeal should be put in writing to a more senior manager/director, setting out what aspects the employee or worker is unhappy with and why. Any appeal should be made without unreasonable delay and usually within five days of receipt of the outcome of the investigation.

The appeal will be heard by a manager more senior than the investigating manager, a meeting will be arranged at which there will be an entitlement to be accompanied by a work colleague or a trade union representative. The outcome of any appeal will be confirmed in writing.

The employer understands that anyone affected by or involved with a complaint of bullying or harassment may feel anxious or upset, the employer will do whatever they can to support anyone who has raised or been involved in a complaint. If an employee or worker feels they require support they can talk to their Line Manager or a Director. Additionally, an employee or worker may wish to have external support, there are a range of sources of support and advice both locally and nationally, the employer can provide further details of such organisations upon request.

The employer will take any concerns raised by an individual that they cannot work in close contact with the alleged bully/harasser seriously and will consider any requests for changes to working arrangements during the investigation into the matter.

When a complaint is raised the employer will carefully consider whether it is appropriate to keep the alleged bully/harasser and the individual who has raised the complaint working together during the investigations. In appropriate cases, the employer may transfer the bully/harasser or the complainant to a different area or department, which may result in a change of responsibility and/or of status. In the most serious cases or where the redeployment of either party is not feasible the alleged bully/harasser may be suspended on full pay.

Anyone who complains or takes part in good faith in a bullying or harassment investigation must not suffer any detrimental treatment or victimisation. If anybody feels they have

suffered victimisation they should inform their line manager or another suitable member of management as soon as possible.

Regardless of the outcome of the complaint the employer will carefully consider how best to approach the ongoing working relationship between those concerned, including any third party. The employer may consider amending job duties, reporting line or location of either person, alternatively the employer may decide that workplace mediation or counselling is appropriate.

Anyone involved with an informal or formal complaint about bullying or harassment, including witnesses must keep the matter strictly confidential and act with appropriate sensitivity to all parties. Anyone found to have breached confidentiality or acted without due care or sensitivity in a case of bullying or harassment may be subject to disciplinary action, up to and including dismissal or similar appropriate action for non-employees.

Anyone, who after formal investigation is found to have committed, authorised or condoned an act of bullying or harassment, then the issue will be dealt with as a possible case of misconduct or gross misconduct and disciplinary action may be taken, or other appropriate action for non-employees. When reaching a decision on what disciplinary action to take any aggravating factors such as abuse of power over a more junior employee will be taken into account.

Anyone who complains or takes part in good faith in a bullying or harassment investigation must not suffer any form of detrimental treatment or victimisation. If the employer finds anyone has victimised another in this way, formal disciplinary action will be taken up to and including dismissal.

The employer will process personal data collected in relation to bullying or harassment complaints in accordance with its data protection policy. Any data collected as part of a bullying or harassment complaint will be held securely and will only be accessed or disclosed to individuals solely for the purpose of responding to complaints and conducting investigations. Any suspected inappropriate access or disclosure of data should be reported immediately as it constitutes a breach of the employer's data protection policy. It may also be considered a disciplinary offence and will be dealt with as appropriate.

3. DISABILITY POLICY

It is employer policy to give reasonable consideration to providing facilities for recruitment, employment and promotion of disabled employees. The employer is also committed to the aim of continuing the employment of those who may become disabled during the course of their employment but who remain capable of working.

If an employee considers that they have a disability, for the purposes of the Equality Act 2010 (or any later statutory amendment), their Line Manager should be informed to enable consideration to be given to any reasonable adjustments.

The employer is committed to preventing and discouraging discrimination, harassment and victimisation of any employee because of their disability. Offensive or intimidating behaviour towards a person because of their disability should be reported immediately to an appropriate member of management.

Every employee has a duty to co-operate with the employer to ensure that this policy is effective and to ensure that their colleagues are treated with respect and dignity.

The employer does not tolerate disability discrimination, harassment or victimisation and any employee found acting in such a manner will be subject to disciplinary action, which may include dismissal.

4. DATA PROTECTION (GDPR)

The employer has a statutory duty to ensure that all personal information relating to employees is kept confidential under the Data Protection Act 2018 and the EU General Data Protection Regulation.

The employer may require an employee, the (data subject), to provide certain personal information in order that the employer may properly carry out its duties, rights and obligations as an employer. This policy should be read in conjunction with the employee's contract of employment and any other notice the employer issues to employees from time to time in relation to their data. Personal data does not include any data which is anonymised.

Personal data might be provided to us by an employee or by another party and is created during the recruitment process, during the course of the contract of employment, or after its termination. The employer will process and control data principally for personnel, administrative and payroll purposes. For the purpose of this policy, processing means any operation which is performed on personal data.

The employer will process personal data (including special categories of personal data) in accordance with the obligations under the Data Protection Act 2018. The employer will use personal data for:

- The performance of the employee's contract of employment
- The compliance with any legal obligation, or
- If it is necessary for the employer's legitimate interests (or for the legitimate interests of someone else). The employer can only do this if the individual's interests do not override ours (or theirs). The employee has the right to challenge the employer's legitimate interests and request that the employer stop this processing.

The employer can process the employee's personal data for these purposes without their knowledge or consent. The employer will not use personal data for an unrelated purpose without telling the employee about it and the legal basis that the employer intend to rely on for processing it.

Sometimes the employer might share employee's personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests. In such circumstances, the employer requires those companies to keep personal data confidential and secure and protect it in accordance with and/or our policies and the law.

Personnel information will be kept on file during an individual's employment with the employer and for a period of up to six years following the termination of their employment.

Everyone who works for, or on behalf of, the employer has some responsibility for ensuring data is collected, stored and handled appropriately in line with all relevant Company policies. This includes ensuring that all information containing personal data is locked away or password encrypted. The employer's allocated Data Protection Officer, for details of who this is please contact a Director, is responsible for reviewing and updating this policy. Should an employee be made aware of a potential breach of this policy, then this should be reported immediately to the employer's Data Protection Officer.

The employee is entitled to request a description and/or a copy of the personal data held on their personnel file, the purposes for which the data is being processed and the persons to whom the data may be disclosed (e.g. Inland Revenue). The request should be made in writing to their Line Manager or to the Data Protection Officer. If the request is considered to be unfounded or excessive, the employer may charge a reasonable administrative fee or refuse to respond to the request.

It is a statutory duty under the Data Protection legislation for the employer to maintain accurate personnel records. It is the employee's responsibility to inform the employer of any change to their personal details.

Employees have the right to request for the employer to erase their personal data where the employer is not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. Employees also have the right to object to data processing where the employer is relying on a legitimate interest to do so and they think that their rights and interests

outweigh the employer's. The employee must contact their Line Manager or the Data Protection Officer to do this.

5. DISPLAY SCREEN EQUIPMENT

If an employee is using display screen equipment (DSE) as part of their normal duties, continuously for one hour or more per day they are entitled to undertake an eye test at intervals as dictated by an optician. The employer will meet the cost of such eye tests providing the following criteria are met:

- Eye tests must be arranged through the employer
- The test must be limited to an assessment of visual capability needed for DSE usage and is not to be used as a substitute for regular and more comprehensive eye tests.

To arrange an eye test the employee must first contact their Line Manager who will advise of the appropriate procedure. An appropriate Eye Test Authorisation Form will need to be completed and countersigned on behalf of the employer. The completed form will need to be handed to the optician.

This policy does not extend to non DSE users.

On completion of the eye test the optician will make a written report and/or recommendations.

To ensure reimbursement of the cost of the eye test the employer must be provided with a copy of the written report/recommendations and the original receipt for the eye test.

6. DRUGS AND ALCOHOL

The employer takes its responsibilities for the safety and welfare of its employee's very seriously.

The employer regards the use of drugs, other than for medical purposes, and the abuse or inappropriate use of alcohol and other substances - as a disciplinary offence that may lead to dismissal. The employer operates a zero tolerance policy in respect of an employee being under the influence of drugs and alcohol in the workplace.

An employee found guilty of consuming alcohol or of taking drugs (including legal highs), other than for medical purposes, or being under the influence of alcohol and/or any drugs in the workplace or during working hours will be treated as having committed an act of gross misconduct under the employer's disciplinary policy/procedure.

The possession of alcohol or drugs for any other reason other than medical purposes, in the workplace, is forbidden and an employee found guilty of such an offence will be treated as having committed an act of gross misconduct under the employer's disciplinary policy/procedure.

An employee taking drugs for medical reasons whether prescribed or self-administered should inform their Line Manager if their ability to work may be affected. Those who drive on behalf of the employer must inform their Line Manager of any prescribed or self-administered drugs.

The employee is responsible for ensuring that they tell the person prescribing or administering the drugs of the nature of work they carry out. Should an employee be suffering from any side effects due to prescribed or self-administered drugs, or be under the influence of alcohol, drugs or other substances they should not attempt to drive.

Employees are aware of their own working hours and contractual obligations (including call out systems) and must not consume alcohol or drugs when the impact may still have an effect on their ability to carry out duties at the start of their contractual working hours.

If an employee is suffering from drug or alcohol dependency they should declare this to their Line Manager. The employer will offer reasonable help and assistance to the employee under these circumstances. If an employee fails to declare any dependency and subsequently fails a drug and/or alcohol test, the dependency cannot then be taken into account.

The employer may ask an employee to undertake a medical examination if they suspect a problem in relation to drugs and/or alcohol, to assess if their ability to work will be affected. Depending on the outcome of the examination the employer will decide whether disciplinary action is appropriate.

The employer will inform the Police if it believes there has been an abuse of controlled drugs by an employee either in the workplace or when working on behalf of the employer (whether on or off the employer's premises).

An employee who notices obvious signs of alcohol or drug abuse in a colleague should report their observations in confidence to their Line Manager.

Drug and Alcohol Testing

Random alcohol/drug testing will be carried out on employees who work in safety critical jobs, including those working with machinery, those driving on employer business and those whose job involves caring for others. External contractors may require the employer to undertake drug and alcohol testing.

Employees who are tested will be informed of their results.

It is a criminal offence to be unfit through drugs or alcohol whilst carrying out work that is designated as safety critical.

If the random alcohol or drug test proves positive, the employee will be subject to disciplinary action which may potentially result in summary dismissal.

7. ENVIRONMENTAL

The employer undertakes to:

- Comply with all Government Regulations, Guidelines and Codes of Practice
- Re-cycle waste wherever possible
- Minimise environmental disturbances in all its activities
- Conserve and minimise the use of energy, water and disposable materials
- Promote within the employer, environmental awareness and understanding
- Ensure so far as possible, sub-contractors and suppliers, comply with Government Regulations, Guidelines and Codes of Practice.

8. HEALTH AND SAFETY

Employees are reminded that they have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of themselves and their fellow employees. You are required to comply with the employer's health and safety rules and with all rules laid down by the:

- Health and Safety at Work etc. Act 1974
- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare) Regulations 1992
- Health and Safety (First Aid) Regulations 1981

and other European legislation together with all regulation made under them or under any other industrial safety statutes. Failure to comply with such rules may lead to dismissal.

The employer places paramount importance on health and safety and welfare of employees, visitors and service users at work. Every employee is further required to take such steps as are reasonably practicable to ensure the health and safety of themselves and others affected by their work. Employee's must make use of all protective clothing and equipment that are provided for them and must co-operate with the management in all respects for the full implementation of the Health and Safety Policy. Wilful breaches of the Health and Safety Policy will be dealt with through the disciplinary procedure.

All employer premises and vehicles have a strict NO Smoking policy. All employees are required to observe any restriction on smoking that may apply at the location at which they are working.

Employees who smoke must do so on their official break times off site and away from the premise. E-Cigarettes are not to be smoked inside the building under any circumstances. Employees who use e-cigarettes must do so on their official break times off site and away from the premises but separately from the cigarette smokers. Employees who use e-cigarettes may choose to do so with the cigarette smokers, however this is not encouraged by the employer.

Employees who smoke must wash their hands after smoking and take whatever steps are reasonable to ensure they do not return to their workplace smelling of smoke. Failure to comply with this may result in disciplinary action being taken.

Any Health and Safety notices that are posted on the notice boards at any location of work should be adhered to at all times and the employee is expected to take reasonable care for their own well-being and that of **ANYONE** who may be affected by their actions or omissions.

If an employee is involved in an accident at work (however minor it may be considered), then the details **MUST** be entered in the Accident Book maintained on the site where the employee is working. The details of the nature of any accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the incident occurred **MUST** be provided.

The employee must also notify the employer's office of any accidents at work, no matter where they occur.

Work areas must be kept clean and tidy at all times. This is to reduce the risk of fire and accidents.

Employees must make themselves aware of the procedures to be followed should it be necessary to evacuate any work related premises in an emergency (ie; fire alarm).

If an employee suffers from an illness or disability which may pose Health and Safety risks to themselves or others the employer should be informed immediately, at which point the employer will decide if an additional risk assessment is required.

Employees involved in preparing food, should wash their hands regularly throughout their working day including before starting their shift and when returning from the toilet. Makeup and perfume/aftershave must be kept to an absolute minimum. Nail varnish must not be worn and rings should be avoided. Beard and hair covering must be worn at all times.

If any employee suffers a cut or burn, the injured area should be covered at all times with an appropriate dressing.

Employees are required to sign in and out of the building when entering and exiting a sign in and out of iConnect at the start and end of their shift.

9. WHISTLE BLOWING POLICY

Employees may, in the course of their duties, have access to, or come into contact with, information of a confidential nature. Employees are forbidden from disclosing or making use of such confidential information except where this is in the proper performance of their duties.

However, the law allows employees to make a 'protected disclosure' of certain information. In order to be 'protected' a disclosure must relate to a specific subject matter (listed below) and any disclosure must be made in the appropriate way.

Subject for Disclosure

If, during their employment, an employee becomes aware of information that they reasonably believe tends to show one or more of the following:

- That a criminal offence has been committed, is being committed, or is likely to be committed
- That a person has failed, is failing or is likely to fail to comply with any legal obligation to which they are subject

- That a miscarriage of justice has occurred is occurring or is likely to occur
- That the health or safety of an individual has been, is being, or is likely to be endangered
- That the environment has been, is being, or is likely to be damaged
- That information tending to show any of the above, is being, or is likely to be deliberately concealed.

They should follow the procedure as set out below:

Disclosure Procedure

In the first instance, an employee should discuss this matter with their Line Manager so that any appropriate action can be taken. If they feel it is inappropriate to make such a disclosure to their Line Manager or, they are not satisfied with the decision or proposed action, then they must refer their concern to the Managing Director.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure. However, failure to follow this procedure may result in the disclosure of information losing its 'protected status.'

SECTION 4

Leave Policies

1. GENERAL APPOINTMENTS

Circumstances may arise where time off is required for medical or dental appointments or other reasons. Where possible, such appointments should be made outside normal working hours. Part time employees should always attempt to arrange appointments for their non-working days. If this is not possible, annual leave should be taken subject to the holiday booking procedures or the time will be taken without pay.

The employee must seek permission to take time off if the appointment is made during working hours. This must be authorised by the employee's Line Manager in advance and the employer may ask for proof of appointments.

There may be occasions where an employee requires a re-occurring appointment, this should be discussed in advance with the employee's Line Manager to ensure the absence does not cause disruption to the business.

2. COMPASSIONATE LEAVE

In the unfortunate event of a bereavement in the family requests for compassionate leave should be made at the earliest opportunity and ideally by the first scheduled working day following a death.

The employer will allow employees to take time off at the death of immediate family (those being husbands, wives, partners, parents or children over the age of 18).

There is no entitlement to paid time off, employees may take the time off as holiday or unpaid leave. Any paid time will be at the discretion of a Director.

Statutory Parental Bereavement Leave

Employees are entitled to two weeks statutory leave following the death of a child under 18, or a stillbirth from 24 weeks of pregnancy.

The leave must be taken within 56 weeks of the death and can be taken as one consecutive block or in two separate blocks of one week at a time.

Employees with more than 26 weeks service will be entitled to Statutory Pay during this time. For employees with less than 26 weeks service the leave will be unpaid.

The employee should contact their Line Manager or the HR Department if they wish to make arrangements for leave of this nature.

3. DEPENDANT/EMERGENCY LEAVE

All employees are entitled to reasonable unpaid time off for unforeseen events in order to make arrangements for the provision of care of a "dependant" or to provide assistance to a dependant.

A dependant for these purposes includes a partner, parent, child or someone who lives as part of the family and relies wholly on the employee for assistance.

In order to take unpaid dependant leave the employee must inform their Line Manager at the earliest possible opportunity of the nature of the incident, the likely period of time off required and the individual concerned for whom time off is required. If an employee becomes aware of the need for emergency dependant leave outside working hours, they must inform their Line Manager as soon as possible and by 7.30am on the first day they are absent, with the information required. The employer has the absolute discretion to refuse any request for time off for an incident that does not comply with the guidelines set out in this policy.

Whilst the employer is considerate to those who require time off in these situations, it reserves the right to monitor levels of Dependant/Emergency leave to ensure that this is not having a detrimental impact on the employee's performance and does not cause unmanageable disruption to the operation of the business.

4. CARER'S LEAVE

Employees may qualify for Carer's Leave if they have:

- A dependent with a long-term care need and
- The employee wishes to be absent from work to provide and arrange care for that dependent

A long term care need is defined as:

- An illness or injury (either physical or mental) that required, or is likely to require, care for more than three months; or
- A disability under the Equality Act 2010; or
- Issues relating to old age

A dependent includes a spouse, civil partner, child, parent, a person who lives in the same household as the employee (other than an employee, tenant, lodger or boarder); or a person who reasonably relies on the employee for care.

Entitlement

Employees will be entitled to Carer's Leave in line with current legislation and there is no minimum qualifying service required.

Employees can take up to 1 week of unpaid carer's leave within a 12-month rolling period. A week is defined as the employees usual working week. The entitlement to Carer's Leave does not increase for multiple dependants.

The leave can be taken in smaller increments of half a day or more.

Notice

Employees must state their intention to take the leave with sufficient notice as outlined below.

- 3 days' notice for 1 day or less
- 4 days' notice for between 1 and 2 days
- 6 days' notice for between 2 and 3 days
- 8 days' notice for between 3 and 4 days
- 10 days' notice for between 4 and 5 days
- 12 days' notice for between 5 and 6 days

The Employee should submit their request in writing to their Line Manager giving at least the notice as outlined above. Where the request will cause serious disruption to the employer, the employer may require the employee to postpone their leave, where this is necessary a date for the leave to be taken will be agreed, this date will be within one month from the date of the original request.

5. MATERNITY LEAVE

If an employee becomes pregnant, the employer requires that notification is given to their Line Manager as soon as they are aware or as soon as reasonably practical - primarily for their own Health and Safety and that of the unborn child.

Where Health and Safety considerations make it unlawful, impossible or undesirable for an employee to do a particular job because they are pregnant, are breast feeding or have given birth in the last six months, they will be offered suitable alternative employment on terms and conditions no less favourable than those that they have been previously working under. If there is no suitable alternative employment, a pregnant employee may be suspended on full pay.

If an employee unreasonably refuses an offer of alternative employment they will not be entitled to be paid during their suspension.

Time off for Ante-Natal Care

Pregnant employees are entitled to take reasonable time off during their normal working hours to receive antenatal care, although where possible they should arrange their appointments at the start or end of their working day, or on their rest days.

The employee's Line Manager should be advised that they will be absent as far in advance of their appointment as possible. The employee may be asked to produce an appointment card. There will be no deduction of salary for attendance at an antenatal appointment.

Dependent on the time of an antenatal appointment employees are expected to attend work before and/or after the appointment.

Maternity Leave

An employee who is expecting a baby is entitled to Maternity leave in line with current legislation.

When can an Employee start Maternity Leave?

A pregnant employee can start their Maternity Leave at any time after the start of the 11th week before the Expected Week of Childbirth ("EWC").

The only exceptions to this are:

- Illness due to being pregnant. In such cases the employer reserves the right to require the employee to start their Maternity Leave on the first day of their absence, or the start of the fourth week before their expected date of childbirth, whichever is the later
- The baby is born before the start of the 11th week before the baby was expected to be born.

Notification Requirements

The employee must notify the employer, in writing, by the end of the 15th week before EWC (or if this is not possible as soon as the employee can) of the date on which they want their Maternity Leave to start. The start date can be no earlier than the 11th week before the EWC. The employee will also need to provide the employer with a MATB1 form signed by their doctor or midwife confirming their pregnancy and the EWC. If, after giving notice the employee wishes to change their Maternity Leave start date, they must notify the employer, in writing, 28 days beforehand/or as soon as they are reasonably able to do so.

The employer will reply to an employee's notification of leave within 28 days of receipt. This letter will state the date the employee is expected to return to work.

Returning from Maternity Leave

Employees are prohibited from working within two weeks of childbirth.

If an employee is returning to work at the end of their Maternity Leave period as agreed, they do not need to notify the employer in advance of their return to work date. The employer may contact the employee to make arrangements for their return.

If the employee wishes to return to work before the end of their planned Maternity Leave period, they must give the employer eight weeks' notice specifying the date they wish to return. The employer reserves the right, where the employee has not given eight weeks' notice, to postpone their return date to ensure the employer has eight weeks' notice of their return. The return to work date will not be postponed beyond the date upon which the 52 weeks of Maternity Leave would have expired.

If an employee is too ill to return to work at the end of either their OML or AML periods, the employer's normal sickness policy will apply. The employee will be deemed to have returned to work but thereafter be on sick leave. Failure to provide a medical certificate where necessary may result in disciplinary action for unauthorised absence.

Keeping in Touch Days

An employee has the option of working for up to 10 days during the Maternity Leave period. If the employee wishes to use these keeping in touch days a request should be made to their Line Manager in writing.

Statutory Maternity Pay (“SMP”)

SMP is payable whether or not the employee intends to return to work.

To qualify for SMP:

- The employee must have been employed for at least 26 weeks by the end of the 15th week before EWC
- Their weekly earnings, in the qualifying period, must have attracted National Insurance Contributions.

Employees are entitled to SMP in line with current legislation. The exact amount of SMP that an employee is entitled to receive will vary depending upon their salary/average wage.

SMP is subject to Income Tax, National Insurance Contributions and any other regular deductions and will be paid on the same day as the employee's wages/salary would be payable.

If an employee does not qualify for SMP they may be entitled to Statutory Maternity Allowance.

Contractual Benefits

When an employee is absent on OML or AML they will continue to receive their contractual benefits, with the exception of remuneration.

6. ADOPTION LEAVE

Employees, who have been matched by an Adoption Agency with a child, are entitled to Adoption Leave in line with current employment legislation.

If a couple are jointly adopting a child, only one partner will be able to take Adoption Leave.

Notification Requirements

The employee must give notice of their intention to take Adoption Leave within seven days of having been notified of a match, or if this is not possible, as soon as they can.

Returning from Adoption Leave

Once an employee has notified the employer of their intention to undertake adoption the employer will set out in writing the date the Adoption Leave will end should the full entitlement be taken. If the employee intends to return to work at the end of this period they will need to notify the employer in advance of their return to work date.

If an employee wishes to return to work before the end of their Adoption Leave, they must give the employer eight weeks' advance notice specifying their return to work date. Where an employee does not give eight weeks' notice, the employer reserves the right to postpone the return to work date to ensure the employer has eight weeks' notice. However, the return to work date will not be postponed beyond the date that the Adoption Leave would have expired.

Keeping in Touch Days

An employee has the option of working for up to 10 days during the Adoption Leave period.

Statutory Adoption Pay (“SAP”)

To qualify for SAP the employee must:-

- Have at least 26 weeks service before the notification of their adoption match
- Make weekly National Insurance Contributions
- Not have elected to be paid any paternity pay

An employee will be entitled to receive SAP in line with current legislation. SAP is subject to Income Tax, National Insurance Contributions and other regular deductions and will be paid on the same day their wages/salary would be payable.

Further details of SAP are available from the employer upon request.

7. PATERNITY LEAVE

To qualify for Paternity Leave the employee must either be the biological father of the child or the mother's husband/or partner and have worked continuously for the Company for 26 weeks leading into the 15th week before the EWC.

Only one period of leave is available irrespective of whether one or more children are born as a result of the same pregnancy.

The employee may start their Paternity Leave within 52 weeks from the date of the birth or adoption of the child.

The employee will be entitled to Paternity Leave in line with current legislation.

To take Paternity Leave, the employee must inform the employer by the 'qualifying week' that they;

- They are having a baby
- They intend to take paternity leave
- The expected week of childbirth

The 'qualifying week' is the 15th week before the expected week of childbirth.

During Paternity Leave the employee may be entitled to Statutory Paternity Pay (SPP) from the employer in line with current legislation. The rate of SPP will be at the same standard rate as the lower Statutory Maternity Pay rate.

The employee must give the employer 28 days' notice (where possible) of the date that they are expecting Ordinary Paternity Pay to be paid and whether they wish to take their leave in either two consecutive weeks or two separate blocks of one week. At this time the employee must also confirm that they are either the child's father or they are married to, the civil partner or partner of the mother or birth parent.

Time off for Ante-Natal Care

The father/partner of the birth mother is entitled to unpaid time off to attend two antenatal appointments. The appointments should be made where possible to cause the least disruption to the business.

Paternity Leave for Adoption

An employee may qualify for paternity leave for adoption, to qualify they must be;

- married to, the civil partner or partner of the child's main adopter
- taking leave to care for the child or to support their partner

The employee must have been employed continuously for 26 weeks prior to the week the employee is notified they have been matched for adoption for UK adoptions or the week the child enters Great Britain or when the employee wants the pay and leave to start for overseas adoptions.

The employee must provide the correct notice to take statutory paternity leave, the precise requirements will depend on whether it is a UK adoption or an overseas adoption.

For a UK adoption an employee must inform the employer the date they were matched with the child, when they expect the placement to start or when it started if it has already started.

The employee must also confirm in writing that they:

- have or expect to have responsibility for the child's upbringing
- they are married to, civil partner or partner of the child's main adopter

The employee must confirm to the employer that the date they want to take paternity leave and how long it will last along with confirmation that the leave is to care for the child or the child's main adopter or both.

This must be done for each period of paternity leave. The employee must provide the employer with this information within 7 days of being notified that they have been matched with a child.

Further details are available upon request regarding the notification requirements for overseas adoptions.

Time off for Ante-Natal Care

The father/partner of the birth mother is entitled to unpaid time off to attend two antenatal appointments. The appointments should be made where possible to cause the least disruption to the business.

8. SHARED PARENTAL LEAVE

Shared Parental Leave (ShPL) enables both parents to choose how to take a period of statutory leave and pay to enable them to care for their child. It is separate from the right to unpaid parental leave.

For further details regarding Shared Parental Leave please contact your Line Manager.

9. NEONATAL CARE LEAVE (NCL)

NCL is designed to assist all employees who have babies born on or after 6th April 2025 that are admitted into neonatal care. An employee's entitlement to NCL is regardless of length of service, but there will be a qualifying period for Statutory Neonatal Care Pay (SNCP).

Leave is in addition to existing entitlements such as maternity, paternity, adoption and shared parental leave.

Eligibility for Neonatal Care Leave (NCL)

Neonatal Care incorporates:

- medical care received in a hospital
- medical care received in any other place where the baby was an inpatient in hospital and the care is received upon that child leaving hospital; and the care is under the direction of a consultant; and the care includes ongoing monitoring by, and visits to the child from, healthcare professionals arranged by the hospital; and
- palliative or end of life care

The following employees are potentially eligible to take NCL:

- The child's parent who has or expects to have responsibility for the child's upbringing;
- The partner of the child's mother who expects to have main responsibility (apart from the mother) for the child's upbringing;

- The child's adopter who has or expects to have responsibility for the child's upbringing;
- The partner of the child's adopter who expects to have main responsibility (apart from their partner) for the child's upbringing;
- The child's overseas adopter with responsibility for the upbringing of the child;
- The partner of the child's overseas adopter with main responsibility (apart from their partner) for the child's upbringing.

The leave must be taken to care for the child.

Leave Entitlement

Eligible employees will be able to take leave if their baby requires seven (or more) days of continuous neonatal care starting within the first 28 days following their birth. Entitlement to begin taking a period of neonatal care leave only begins once the child has spent seven consecutive days in neonatal care.

Eligible employees are entitled to one week's leave for every week their child spends in neonatal care, capped at a maximum of twelve weeks. The leave may be taken while the child is receiving the care or after.

The leave must be taken before the end of 68 weeks beginning with the date of the child's birth.

Where an employee takes NCL during a period where the child is receiving neonatal care (or in the seven days immediately following discharge) then the employee is able to take NCL in non-consecutive blocks of at least 1 week. This is known as 'tier 1' leave.

Where an employee takes accrued NCL at any point after seven days has elapsed since the child's discharge from neonatal care then the employee must take any accrued leave in consecutive weeks. This is known as 'tier 2' leave.

Where more than one child is in receipt of neonatal care, each child is generally to be treated separately as regards entitlement to take NCL. However, if more than one child is receiving neonatal care at the same time, entitlement only accrues once. So, for example, if twins spend the same three weeks in neonatal care, then the eligible employee will accrue three weeks of NCL during this period, not six.

Notification Requirements

If an employee wishes to take a period of NCL, they must give notice of their intention to take NCL in writing to the business, specifying:

- a their name;
- b the child's date of birth and where relevant in cases of adoption, the date the child is placed, or in cases of overseas adoption, the date the child enters Great Britain;
- c the date or dates that the child started to receive neonatal care;
- d if the child is no longer receiving neonatal care, the date the neonatal care ended;
- e the date on which you choose the period of absence to begin;
- f the number of weeks of neonatal care leave the notice is being given for; and
- g that they are taking the leave to care for the child; and
- h that they are eligible to take this form of leave.

Where any initial notice is given before the child has stopped receiving neonatal care, the employee must inform the employer of the date that the neonatal care ends, as soon as is reasonably practicable after that date. If neonatal care then starts again after the employee has notified the employer that it has ended, they should inform the employer of the date that neonatal care started again as soon as possible.

If the leave is to start during the tier 1 period, notice must be given before the employee is due to start work, on the employee's first day of absence or if that is not possible then as soon as reasonably practicable.

If the leave is to be taken later (during the tier 2 period) then, for a single week, notice must be given no later than 15 days before the first day of leave to which the notice relates. If it is for two or more consecutive weeks, then notice must be given no later than 28 days before the first day of the leave to which the notice relates.

The employer reserves the right to waive or reduce the notice requirements set out above if we consider it reasonable to do so.

Interaction with other Family Leave

NCL can be taken in addition to maternity, paternity, adoption, and shared parental leave. Employees who qualify for multiple types of leave may take them consecutively, ensuring they receive the maximum support available. Neonatal care leave does not reduce the length of any other statutory leave entitlement.

If a period of tier 1 neonatal leave is interrupted by the commencement of any other form of family leave, then the neonatal care leave ends immediately before the start of the other period of statutory leave and either:

- the remaining entitlement to neonatal care leave must be taken immediately after the end of the other period of statutory leave, provided the leave is still being taken in the tier 1 period; or
- where, following the other statutory leave, the employee is now in the tier 2 period, the remaining entitlement to neonatal care leave must be taken consecutively with any other neonatal care leave taken in the tier 2 period.

An employee is not entitled to take leave in the tier 2 period where, at the time of giving notice, the employee knows that the leave will be interrupted by another statutory leave period.

Statutory Neonatal Care Pay (SNCP)

Employees may be eligible for SNCP during any period of neonatal care leave if they:

- Have been employed for at least 26 weeks before the relevant week (which is the 15th week before the week in which the baby is due)
- Earn at least the lower earnings limit for National Insurance contributions; and
- Provide the necessary documentation and notification

Notice for a statutory pay week beginning in the Tier 1 period must be given before the end of the period of 28 days beginning with the first day of the first statutory pay week to which the notice relates.

Notice for a statutory pay week beginning in the Tier 2 period must be given (for a single week) no later than 15 days before the first day of leave to which the notice relates, and if it is for two or more consecutive weeks then notice must be given no later than 28 days before the first day of the leave to which the notice relates.

Provided all requirements are met, SNCP will be paid at the government-set rate for up to 12 weeks. The amount of SNCP is set annually by the government.

The employer wishes to support all employees whilst their child is in neonatal care and encourages any employee that is experiencing difficulties or feels there is any support the employer may be able to provide to discuss this with their line manager.

10. PARENTAL LEAVE

All employees who have been continuously employed by the employer for one year or more, and have or expect to have responsibility for a child, are entitled to take up to 18 weeks of unpaid parental leave.

To qualify the employee must be the parent, guardian or adoptive parent of a child under the age of 18.

Parental leave can be taken in weekly slots of up to four weeks in any one year. Any fraction of a week taken will be treated as one week. The employee must give 21 days' notice of their requirement for parental leave to be taken. The employer may postpone any request for parental leave for up to six months if it is felt that the operation of the business may be unduly disrupted at the time the employee has initially requested the leave. Any request for parental leave to be taken on the birth or placement of an employee's child will be granted for the requested time.

11. JURY SERVICE

Employees have a statutory right to unpaid time off to attend jury service. If an employee is called to attend jury service they must inform the employer at the earliest opportunity with supporting evidence of the requirement to attend.

The employer will not continue to pay wages or salary whilst an employee is on jury service. However, the employee may be able to claim from the Court for travel and food expenses and for loss of earnings, subject to certain limits.

The employer will not reimburse any shortfall in earnings.

The employee may be released from Jury Service early, in this event the employee should contact their Line Manager and return to work.

12. PUBLIC DUTIES

Time off for public duties will be granted in accordance with statute and any associated code of practice. Payment for any such leave will be at the employer's absolute discretion and will be in accordance with any relevant statute, regulations or code of practice.

13. FLEXIBLE WORKING

Employees can make a request for flexible working from day one of employment and may make up to two requests in a 12 month period.

A request must be made in writing and should be submitted to the employee's Line Manager. The request must state that it is a statutory application for flexible working and include the following information:

- The date of the request
- Clearly state the change being requested and the proposed start date
- Details of whether the employee has made a previous request for flexible working to the employer and if so when this request was made

All requests will be dealt with within a two month timeframe, unless an extension to this timeframe has been mutually agreed between the employer and the employee.

All requests will be considered on an individual basis. The employer will treat all requests fairly. The employee should be aware that not all flexible working options will be appropriate for all roles and the employer may not be able to grant all requests. Alternatives may be suggested by the employer which the employee should fully consider in order to reach a compromise.

The employer will usually arrange to meet with the employee to discuss their request to understand the practical implications of implementing the request, the impact of accepting or rejecting the request, whether any other alternatives could be suitable or beneficial for both parties. If the

employer is happy to agree to the request straight away there may be no need for a meeting to discuss the request.

A trial period may be necessary before determining if the change can be agreed to on a permanent basis throughout which the arrangement will be constantly monitored.

Employees should be aware that the acceptance of one flexible working request does not set a precedent or mean that a similar request will be accepted in the future. Requests will be considered in the context of the employers' requirements at the time of the request. Requests will be dealt with in the order in which they are received.

Employees should be aware that if they have children and wish to work from home, childcare should be in place, working from home is not a substitute for childcare provisions.

The outcome of the flexible working request will be notified to the employee in writing. If it is necessary to reject a request clear reasons for the decision will be provided in writing to the employee.

If the employee does not agree with the outcome they can appeal in writing.

An employee can only have one live request at a time, a request is deemed live until an outcome is provided by the employer, a request is withdrawn by the employee, the outcome is mutually agreed or the statutory two month period is completed. A request will remain live during any agreed extension to the two month period or appeal process.

SECTION 5

Termination of Employment

1. NOTICE PERIODS

Details of notice periods relating to your employment are set out in the Statement of Terms and Conditions of Employment provided to the employee.

If an employee leaves the employer without working or giving the required notice and the employer incurs additional expense(s) for covering their duties during the notice period, because the employee has failed to work this, then these costs will be deducted from any final payment.

If an employee is dismissed for gross misconduct they will not be entitled to notice or notice pay.

An employee must notify the employer, in writing, of any wish to terminate their contract of employment. The required period of notice will begin from the date of this notification. The last day of service should be mutually agreed between the employee and their Line Manager and confirmed in writing.

All items of employer property must be returned to the employer during the notice period. The employer reserves the right to make deductions from an employee's final wages/salary for any damage to, or loss of, employer property.

The employer reserves the right to place an individual who is on notice on "Garden Leave" i.e. during the notice period the employee must not attend their place of work, contact clients/customers or be provided with any work. This right is exercisable at the absolute discretion of the employer. Whilst on Garden Leave an employee will be paid basic pay and will still be subject to the employer's policies, rules and procedures including the disciplinary policy/procedure.

2. RETIREMENT

The employer does not operate a compulsory retirement age for its employees.

As part of the employer's commitment to equal opportunities the employer recognises the contributions of a diverse workforce. The employer operates a flexible retirement policy and employees may voluntarily retire at any time.

If an employee decides that they wish to retire, they should inform their Line Manager of their intentions in writing in accordance with the notice period in their contract of employment.

To assist the employer with succession planning a retirement intentions form will be issued to the employee once they reach the age of 64. However, the employee is under no obligation to complete and return this form.

3. REDUNDANCY

The employer will endeavour to consider all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises, wherever possible, the employer will consider the following steps to prevent redundancy:

- Reduction or a freeze on overtime
- Lay-off or short-time working - without pay other than Statutory Guarantee Pay
- The employer may seek to find volunteers for redundancy as a first step, but in any event reserves the right to refuse particular volunteers if the needs of the business require this.

In the case of compulsory redundancy, the employer will ensure that employees are fully consulted both individually and, if necessary, collectively.

A selection criterion will be adopted and alternative work will be considered, if any is available. The employer will make sure that every opportunity is given for the employee to put forward their own views during consultation.

Any employee who is made redundant will receive notice pay in accordance with the terms set out in their Statement of Terms and Conditions of Employment, although will not necessarily be required to work their notice period.

4. LAY OFF PROVISIONS

If a situation arises where there is a reduction in the employer's work or there is an occurrence that may affect the normal running of the business, the employer reserves the right, in line with the Statement of Terms and Conditions of Employment:

- To lay-off an employee without pay, other than Statutory Guarantee Pay
- In any three-month period, to pay five days Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than five days, the employee will be given a letter to take to the Benefits Agency. Even though the individual is still an employee of the employer, they may be able to "sign-on" as temporarily unemployed.

Wherever possible, alternative suitable work will be offered to employees best suited to carry out whatever work is available. Short Working Hours or periods of Lay-off do not affect continuity of employment. If an employee is laid off, they must still be available for work as and when necessary.

SECTION 6

Additional Policies

1. WORKING FOR THE EMPLOYER

Central to the employer's service provision, is a belief that the employer should provide a high standard of appropriate supervision for all the children in the employer's care and maintain a culture that prioritises the wellbeing and safety of the children.

The care and supervision employees provide should be delivered in a friendly but professional manner. This can sometimes lead to confusion when trying to discern if the employee is crossing the boundary of professional good practice. If an employee is in any doubt, they should discuss the matter with their Line Manager.

The employer has several policies in place and employees should ensure they have read and understood each policy. The policies are kept in the policies file. Employees will be notified of any changes to policies.

2. PROTECTING CHILDREN

The employer supports the children within their care and protects them from maltreatment and has robust procedures in place to prevent the impairment of children's health and development. The employer will work with children, parents, external agencies and the community to ensure the welfare and safety of children and to give them the very best start in life. Children have the right to be treated with respect and to be safe from any abuse in whatever form.

All employees are to familiarise themselves with the employer's Child Protection Policy which is produced in adherence to statutory guidance provided by the Department for Education on the application of the Childcare (Disqualification) Regulations 2009 and related obligations under the Keeping Children Safe in Education (KCSIE), the Early Years Foundation Stage (EYFS) and in Working Together to Safeguard Children. It is every employee's responsibility to notify the employer immediately if they are residing in the same household as anybody convicted of a criminal offence.

3. REGULATORY STANDARDS

Employment is based on the condition that the employee fully adheres to any regulation as determined by OFSTED and the Early Years Foundation Stage Statutory Framework. Employees are required to read the Early Years Foundation Stage booklet and ensure they are aware of the requirements.

The employer is registered with OFSTED and are bound by their guidelines and regulations, subsequently an OFSTED Inspector may attend the employer at any time to ensure compliance with the standards.

4. PHOTOGRAPHS

No photographs may be taken on the employer's premises or of any child or parent without express permission from the Nursery Manager or Managing Director. Photographs may only be taken with the employer's owned camera when authorised to do so. The photographs or memory sticks must remain on the employer's premises at all times. Employees must not make any copies or remove any images from site, if found to have done so, or if any employee brings a personal camera onto the premises, it may be considered as potential gross misconduct and may lead to dismissal. Cameras or any other recording device must not be brought on site at any time or taken on any outings with the children. Employees mobile phones with cameras or other recording abilities, must be locked away in the lockers provided at all times.

5. COLLECTIONS AT WORK

Whilst the employer will not unreasonably object to small occasional collections for birthdays etc, the employee must first obtain permission from their Line Manger before arranging any collection to enable the employer to ensure that the nature of the collection and the number and frequency of collections does not become a burden to any employees. The employer will not normally allow clients or customers to be approached to add to any collection.

6. GENERAL BEHAVIOUR STANDARDS

The employer's aim is for the nursery to run efficiently and employees are expected to help the employer achieve this goal. Employees play an important role in ensuring the employer operates in a cost-effective and efficient manner. In particular, the employer expects employees to handle all stock and property etc with care to minimise any loss or damage. Employees should always try not to waste energy by leaving unnecessary lighting, heating or equipment turned on when not in use and that if a job role is quiet or there is a downturn in work, employees help other colleagues as appropriate. The employee's Line Manager should always be informed.

7. PRIVATE WORK

If employees wish to carry out any private work in their own time, they must discuss the matter in advance with their Line Manager and gain written permission. Whilst the employer will not unreasonably forbid employees from performing such work, they will need to ensure that the employee is not working in competition with the employer or performing work which the employer could reasonably have been expected to carry out.

If an employee is found to be working in competition with the employer or carrying out work which could have been performed by the employer or carrying out their own private work during the employer's time, it will be viewed as gross misconduct and may lead to dismissal.

8. CHRISTMAS BONUS POLICY

The employer will endeavour to pay employees a profit related Christmas bonus that is based on the annual performance of the employer from the previous financial year. Any bonus will be paid at the discretion of the Managing Director.

Employees will not be entitled to receive a Christmas bonus which falls due for payment if they:

- are in their probationary period
- have resigned from their position and/or are working their notice period.

This policy does not form part of employees' written statement of terms and conditions of employment.

END OF DOCUMENT