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WORKPLAY



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WORKPLAY

EMPLOYEE HANDBOOK

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Welcome	6
Section One - Terms and Conditions of Employment	7
Salary	7
Hours of Work	7
Time Off in Lieu	7
Induction.....	7
Probationary Period.....	7
Supervision	8
Appraisals	8
Staff Meetings and Annual Development Day	8
Training	8
Enhanced Disclosure	8
Third Party Pressure to Dismiss	9
Deductions	9
Holidays	10
Statutory Sick Pay	10
Company Sick Pay (CSP)	10
Expenses	11
Confidentiality	11
Notice Periods	12
Pension Scheme	12
Short Time Working and Lay Off	12
Variation in Terms and Conditions of Employment.....	12
Section Two - Company Procedures.....	13
Sickness Absence	13
Medication	13
Contact by the Company	14
Illness on Holiday	14
Infectious and Contagious Illness	14
Return to Work Interviews	14
Self-Certification Forms	14
Statements of Fitness for Work	14
Medical Appointments	14
Long Term Absence	14
Contact during an Absence	15
Time Off for Family Emergencies	15

Jury Service.....	16
Court Attendance as a Witness	16
Unauthorised Leave	16
Other Time Off.....	17
Section Three - General Rules	18
General Attendance (Time Keeping).....	18
Dress Code	18
Personal Hygiene	19
General Conduct at Work.....	19
Other Employment	20
Conflict of Interest	20
Conduct outside of working hours	20
Personal Property.....	20
Lost Property	20
Private Mail.....	20
Photocopier	20
BBC I-player	20
Friends and Relatives Contact	21
Parking	21
Staff Room	21
Food & Drinks.....	21
Maintenance of Rooms and Garden.....	21
Nursery Telephones	21
Mobile Phones.....	21
Smart Watches/Electronics with Image Sharing Capabilities	22
Personal Items	22
Notice Boards.....	22
Collections and Fundraising	22
Gambling/Betting.....	22
Students	22
Security	22
CCTV	23
With Reason Search	23
Convictions and Offences	23
Confidentiality.....	23
Paperwork and Administration.....	23
Communications with the Media.....	24

Use of Personal Cameras & Video Filming Equipment	24
Acceptance of Gifts	24
Gifts for Children	24
Trips & Outings.....	24
Babysitting.....	24
Parents Evenings	24
Section Four - Company Policies & Procedures.....	25
Recruitment Policy	25
Reference Policy	28
Equal Opportunities Policy	32
Alcohol and Substance Abuse Policy	32
Smoking & Vaping Policy	33
Health and Safety Policy	33
Personal Protective Equipment	34
Inclement Weather Policy.....	34
Communication Policy	35
Employee Wellbeing Policy	36
Elective Surgery Policy.....	38
Domestic Abuse Policy.....	39
Harassment and Bullying Policy	42
Staff Behaviour Policy	46
Personal Relationships at Work	51
Gossiping Policy.....	52
Computers, Electronic Tablets, Email, and Internet Policy	55
Social Networking and Personal Internet Presence Policy.....	57
Disciplinary and Capability Procedure.....	58
Grievance Procedure	62
Maternity Procedure	63
Breastfeeding Policy.....	65
Paternity Leave Policy	66
Parental Leave Policy (Unpaid Ordinary Parental Leave)	67
Invitro-Fertility Treatment (IVF) Policy	69
Adoption Leave Policy	69
Neonatal Care Leave Policy	75
Parental Bereavement Leave Policy	78
Carers Leave Policy	79
Menopause Policy	81

Flexible Working Policy	83
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Welcome

Welcome to Work Play Ltd.

We pride ourselves on the quality of our day nursery provision for children aged 3 months to school age. We excel at what we do through the combined efforts of all team members.

We are extremely proud of our nursery and the team we have assembled to service and promote our business. It is fully understood and readily accepted that our staff are our most valuable asset, and the key means by which we can achieve our objectives.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

We will ask nothing of you that we would not ask of any member of staff, that being loyalty, honesty, and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

We set out in this handbook the policies and procedures by which we have attained our present status and with which we will seek to pursue our commitment to maximise and develop the potential of all our staff, whilst maintaining lasting and mutually beneficial working relationships.

We sincerely hope that you will enjoy a long and fruitful career with us. Please read this handbook carefully and address any queries that you might have to the Nursery Manager.

Section One - Terms and Conditions of Employment

This section is contractual.

Salary

Wages are paid monthly in arrears by credit transfer into your bank account on the last working day of the month.

You will be asked to complete details of your bank account, sort code and address at induction. If these details change during your employment, you must notify the Nursery Manager as soon as possible.

You will receive a monthly statement of pay, detailing your salary and any deductions. Should you have any queries relating to the money you have received, please contact the Nursery Manager.

Each year you will receive a P60 from the Nursery detailing your earnings, income tax and national insurance deductions. You should keep this in a safe place as duplicates cannot be issued.

Hours of Work

Your hours of work will be as stated on your Written Statement of Terms and Conditions and the staff rota. You may be asked to work additional hours should the business require it.

Time Off in Lieu

If the Nursery Manager agrees you may choose to take additional hours worked as Time Off in Lieu (TOIL). Such a request must be agreed in advance of the time being taken off and will be recorded.

Induction

On commencement of employment with the Nursery you will attend a New Starters Induction. This induction will include a tour of the site, training in the policies and procedures.

Probationary Period

Your probationary period will be as stated on your Written Statement of Terms.

Your probationary period is an opportunity for both you and us to get to know each other. During the probationary period, at intervals of our choosing, we will sit down and review your progress and provide any feedback required, discuss any concerns or training needs. This is also an opportunity for you to raise any concerns you have or any aspects of the role you would like additional support with.

The Company reserves the right to terminate employment during probationary period or to extend a probationary period. We may choose not to follow our

disciplinary policy if we terminate your employment during your probationary period.

Supervision

The Company undertakes supervision meetings with its staff to meet EYFS requirements, the needs of the staff and the business.

Appraisals

All Nursery management will have an annual appraisal. The purpose of this will be to review your performance, identify any training needs and to allow you to express any concerns you may have.

Staff Meetings and Annual Development Day

Staff Meetings will be arranged for early evening. Plenty of notice will be given. There is an Annual Development Day, which is held in April around Easter, every year.

It is an express condition of employment that you will make provision to attend meetings and the annual development day, which are of benefit to both the individual staff member and the nursery as a whole. Unreasonable refusal to attend a staff meeting or the annual development day would be considered to be a breach of contract.

You will be given Time Off in Lieu (TOIL) for your attendance at staff meetings and the annual development day.

Training

Where possible training will take place at the Nursery. You will be paid for your attendance or given TOIL.

Where training is arranged which is off site, you will be paid for your attendance/given TOIL but not paid for your travel time when you are not working but commuting.

If you do not attend and your reason for non-attendance is not acceptable to the Company, you will have the cost of the course deducted from your wages. **See Deductions.**

Enhanced Disclosure

It is a condition of employment that all employees will undergo Enhanced Disclosure by the Disclosure and Barring Service.

You are required to subscribe to the Update Service at your cost of £16 per year (this may increase).

If you do not join the DBS Update Service or maintain your registration with the Update Service, you may be required to pay for a full new Enhanced Disclosure from the DBS.

Any disclosure received not to our satisfaction, may result in termination of employment. You must immediately disclose any information that may affect your suitability to work with children. This includes, but is not limited to, any arrest, charge, conviction, caution, court order, reprimand or warning, whether arising before or during your employment. If you are uncertain whether information may be relevant, you should raise it confidentially with the manager or designated safeguarding lead.

Third Party Pressure to Dismiss

The Company operates under the approval of the regulator and the relevant local authority. Therefore, it is conceivable where a third party determines that an employee is unsuitable to work in childcare that the Company may be placed under pressure to dismiss.

If this were to occur the Company may be left with no alternative other than to dismiss you from its employment. However, before taking any decision to dismiss for this reason, the Company will first consider whether a dismissal can be avoided and will undertake a fair and robust process before reaching any decision.

Deductions

The Company reserves the right at any time during or in any event upon termination, to deduct from your salary or any monies due to you, an amount equivalent to any of the following:

- any overpayment of salary, bonus remuneration or other payment made to you during the course of this employment.
- the amount of any expenses claimed by you and paid but subsequently disallowed by the Company.
- an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, where you fail to give us your contractual notice.
- the outstanding amount of any loan or advance made by the Company to you.
- any cost of repairing any damage to or loss of property, or any other loss sustained by the Company or any third party, caused by your breach of contract or your breach of the Company's rules or as a result of your negligence or dishonesty.
- the cost of any training courses that you fail to attend after arrangements have been made where the explanation is not satisfactory to the Company.
- the cost of any training subject to a training clawback agreement.
- holiday taken in excess of that which has been accrued at the point of termination of employment.
- The cost of the DBS should you leave within the first year.
- the cost of any unreturned passes, keys, equipment, and resources upon termination of employment; and
- the cost of a replacement name badge if yours is lost.

Any amount deducted under this clause is a genuine attempt by the Company to assess its loss and is not intended to act as a penalty.

If the Company accidentally overpays you in respect of wages, bonus, commission, or expenses in a particular pay period, you must act in good faith and immediately notify the Nursery Manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's Disciplinary procedure.

Holidays

Holiday entitlement is as per the Written Statement of Terms and Conditions.

Holiday Pay is calculated at your basic hourly rate. The holiday year is 1st January to 31st December.

The Company reserves the right to fix holidays. The Company is closed during the last week of August and for 1 week over the Christmas and New Year period and you are required to set aside the relevant holiday to cover this period.

Holidays require a minimum of four weeks' notice where possible. No more than 2 weeks' can be booked in one time, unless the circumstances are exceptional and, in this case, will require a Manager's authorisation.

Do not make any holiday booking prior to authorisation being granted.

Holidays will be allocated on a first come first served basis. You must appreciate that we will not always be able to grant your request as cover may not be available. In normal circumstances only 1 member of staff can be on holiday at any one time.

If you terminate your employment, you may be required to take any accrued and untaken holiday during the notice period, to meet the needs of the business.

Holiday entitlement must be used within the holiday year it is accrued. It cannot be carried forward nor payment made in lieu of untaken holiday.

Employees who leave during the Holiday year will receive any outstanding days that they have accrued in their final salary as Holiday Pay. Likewise, any holiday taken in excess of that accrued will be deducted from a leaver's final pay.

Employees on long term sick leave will be entitled to carry forward up to 4 weeks of their untaken leave into the following leave year, provided it is then taken by the end of the period of 18 months starting from the end of the leave year in which it was accrued.

Holidays are requested online via the Staff Hub. **You should ensure your holiday request has been approved through the Staff Hubb prior to making any holiday bookings.**

Statutory Sick Pay

The Company pays Statutory Sick Pay (SSP) in accordance with the statutory requirements. Statutory Sick Pay will be recorded on your pay statement.

Company Sick Pay (CSP)

In the event of an employee being absent through sickness or injury, and where the Company's Sickness Absence reporting procedure has been fully complied with the Company will continue to pay the basic salary in accordance with the

following scale and in any 12-month rolling period:

0 weeks to 48 months	Not entitled to company sick pay
48 months to 60 months	1 week prorated to contracted hours per week (up to 4 days) pay
61 months to 120 months	2 weeks prorated to contracted hours per week (up to 8 days) pay
Over 120 months	4 weeks prorated to contracted hours per week (up to 16 days) pay

Any Company Sick Pay (CSP) paid, will be off set against any Statutory Sick Pay (SSP) the employee was entitled to receive.

The Company has the right to monitor and record absence levels and reasons. Absence levels that are of cause for cause may be addressed formally by the Company.

Expenses

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g., travel, accommodation and other agreed out of pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal timeframe, please advise your line manager immediately. Attempts to claim expenses in breach of this policy can result in disciplinary action being taken.

Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

Confidentiality

Employee information is treated as confidential and is subject to the Data Protection Act. During the course of your employment, you may have access to confidential and sensitive information relating to our parents and the children in our care. **Never discuss a child in front of other children or parents/visitors.** Any breach of confidentiality will be considered as misconduct and may result in disciplinary action. If you have any concerns relating to confidentiality, please discuss with the Nursery Manager.

Notice Periods

Notice periods are as per the Written Statement of Terms and Conditions. The Company reserves the right to pay in lieu of notice.

After notice of termination has been given by either party, the Company may at its absolute discretion, give the employee payments in lieu of all or any part of any notice, or provided the employee continues to be paid and to enjoy all their contractual benefits under the terms and conditions of employment, the Company may at its discretion exclude the employee from the premises of the Company and require that they carry out no duties at all until the termination of employment.

If, on leaving our employment, for whatever reason, you fail to work your full contractual notice, without our prior agreement, an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, will be deducted from any final monies due to you. This is an express written term of your contract of employment.

Pension Scheme

The Company complies with auto-enrolment. Details are available from your Line Manager.

Short Time Working and Lay Off

In the event of a shortage of work situation arising, as an initial solution, we may require you to take some or all of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

If due to a temporary shortage of work it becomes necessary to place employees either on short time or lay them off without pay, such action will be taken in accordance with current employment legislation. We will in such circumstances apply the statutory guaranteed payments as appropriate. As much notice as is reasonably practical will be given for any of the above situations.

Variation in Terms and Conditions of Employment

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of general notice to all employees and any such changes take effect from the date of the notice. Where any such change affects or alters any of the information contained in the Written Statement of Terms and Conditions you will be given individual written notice of such changes within one month after the change.

Section Two - Company Procedures

These are non-contractual and do not form part of your contract of employment.

Sickness Absence

Statutory Sick Pay is paid in accordance with statutory requirements and where you are eligible.

You are required to notify the Company of your absence as soon as possible by telephoning the Duty Manager between 6.30 a.m. and 7 a.m. on the first day of absence and confirm by 1.30 p.m if your absence will extend to the following day. If your shift starts at 7 a.m. you will need to contact the Duty Manager between 6 a.m. and 7 a.m.

We request that contact is made by 1.30 p.m of the afternoon before you intend to return in order that cover can be stood down.

You are required to self-certify for the first 7 calendar days (forms are available from your Manager), after which time a Statement of Fitness for Work is required.

The following information will be requested when you call in:

- Nature of Absence
- Expected duration of Absence
- Whether your illness is contagious

Certain infectious conditions require a minimum period before return to work. Consult the Manager when you notify them of your illness.

Texting is not acceptable. In normal circumstances it would be expected that it would be the employee making personal contact regarding their sickness absence.

If the employee is unable to return when expected, the employee is required to contact the Nursery Manager and advise them of the situation.

Medication

You are required to advise us if you are taking medication which may affect your suitability to work with children.

If on return to work, you are taking either prescribed or over the counter medication you must report this to the Nursery Manager. Medication must never be taken into the rooms, and must be stored in your bag, in the staff room, away from small hands. Please advise the first aider in case you have an allergic reaction to the medication. Failure to adhere to this requirement may result in disciplinary action being taken over a breach of health and safety.

Please refer to the Medication Policy in the Policies and Procedures Folder.

Contact by the Company

If we do not hear from you to report your absence, the Nursery Manager or their deputy will make reasonable attempts to contact you to locate your whereabouts and ensure your safety. This may include contacting your next of kin or calling the Police.

Illness on Holiday

If you are ill on holiday and this prevents you from travelling home (either by boat or plane) on time you are required to provide proof of your original flight/travel arrangements back to the UK in order to be able to have authorised absence. Failure to provide the required documentary evidence to support your assertion may result in disciplinary action being taken.

Infectious and Contagious Illness

If you are suffering from such a condition, you must not report for work without your doctor's clearance. If in any doubt, please notify the Nursery Manager and consult your Doctor. The Nursery will comply with the latest guidance on infection control.

Return to Work Interviews

Any absence will be followed by a Return-to-Work Interview conducted by the Nursery Manager. If you are returning to work after an infectious or contagious illness, we may require written clearance from your GP prior to returning to work.

Self-Certification Forms

The Company's Self Certification Forms are available from the Nursery Manager. Any absence up to 7 days can be covered by a self-certification form. Failure to provide correct information on a form is subject to the Company's Disciplinary Procedures.

Statements of Fitness for Work

A Statement of Fitness for Work will be required after 7 calendar days of absence. The statement should be handed to the Nursery Manager. If the employee remains absent the form should be hand delivered to the Nursery or posted.

Medical Appointments

The Company recognises that it is not always possible for employees to attend medical appointments outside of working hours. Where possible, employees are requested to arrange for such appointments to be at the beginning or end of shifts. This has the effect of minimising the disruption to the team. **Medical appointments are unpaid.**

Long Term Absence

The Company recognises Long Term Absence as one that is longer than 4 weeks in duration. Absence of this nature will be subject to Home Visits or meetings in order that contact is maintained between the Company and the individual concerned.

Contact during an Absence

Employees are requested to keep the Company informed of any changes to their condition during a sickness absence. The Company maintains the right to keep in touch with employees by letter, phone etc. to ensure that contact is maintained.

Time Off for Family Emergencies

In addition to parental leave, employees have a statutory right to take a reasonable amount of unpaid time off work to deal with family emergencies. There is no contractual entitlement to pay for such absences.

The right enables employees to deal with an unexpected or sudden problem and make any necessary longer-term arrangements:

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically.
- When the employee's partner is having a baby.
- To make longer term care arrangements for a dependant who is ill or injured.
- To deal with the death of a dependant, for example, to make funeral arrangements or to attend a funeral.
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when the childminder or nurse fails to turn up.
- To deal with an incident involving the employee's child during school hours, for example, if the child has been involved in a fight or is being suspended from school.

For these purposes, a 'dependant' is the partner, child or parent of the employee, or someone who lives with the employee as part of the family. For example, this could be a grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

In the event of a family emergency occurring while an employee is at work, the employee must immediately inform the Nursery Manager of the nature of the emergency and seek permission to leave the workplace early.

In the event of an emergency occurring outside of an employee's normal working hours which will prevent them from reporting to work at their normal start time, the employee must contact the Company and speak to the Nursery Manager at the earliest possible opportunity and at a time as close to their normal start time as is possible. In any event, this must be no later than one hour after their normal start time. The employee must provide a detailed explanation of the nature of the emergency, the reason for their absence and how long they expect to be away from work.

Where the emergency is ongoing, employees must report to the Nursery Manager on a daily basis, and always before their normal start time. Employees must update the Nursery Manager on the reason for ongoing absence and how long they expect

it to continue. They must inform the Nursery Manager as soon as possible of any change in the date of anticipated return to work.

The Company envisages that the amount of leave that will be taken will, in most cases, be one or two days at most. The leave to which the employee is entitled should simply be enough to help the employee to cope with the immediate crisis. Employees must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, employees must contact the Nursery Manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of the Company.

The Company reserves the right to ask the employee to provide supporting evidence of the family emergency on their return to work. Employees are reminded that it is a serious disciplinary offence to refuse to provide or to knowingly provide false information on an absence request form.

In the event of a dispute between the Nursery Manager and the employee about whether a particular incident or occurrence falls under the terms of this policy, the Nursery Manager shall be responsible for determining whether the request for time off made by the employee relates to a genuine family emergency. Their decision shall be final.

Employees should note that this right is intended to cover unforeseen family emergencies. If employees know in advance that they are going to need time off, then they should speak to the Nursery Manager about the possibility of taking such time as part of their annual leave entitlement.

Finally, if an employee behaves dishonestly in claiming a right to time off to deal with a family emergency, this is a serious disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. It may lead to summary dismissal on the ground of gross misconduct.

Jury Service

An employee who received notification that they have been selected for Jury Service is requested to bring a copy of the letter to the Nursery Manager as soon as possible in order that cover can be arranged. The absence will be treated as unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Nursery Manager for completion.

Court Attendance as a Witness

As with Jury Service, if you are called by the court to attend as a witness you will be granted unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Nursery Manager for completion.

Unauthorised Leave

Any absence that the Company has not authorised and that is not covered by a Self-Certification or Statement of Fitness for Work will be treated as Unauthorised Absence and may be subject to the Company's Disciplinary Procedures.

Other Time Off

We recognise that there will be occasions when employees will request time off for medical, dental appointments etc., or indeed for domestic reasons. Such requests should be referred to the Nursery Manager and any time taken will be unpaid authorised absence. In the interests of business efficiency, such requests should be kept to a minimum.

Where possible, such appointments should be arranged outside of normal working hours or at the very least for the very beginning or very end of the working day to minimise disruption.

Should you find you need to leave work during the working day, you must first obtain the permission of the Nursery Manager.

Section Three - General Rules

These are non-contractual and do not form part of the contract of employment.

General Attendance (Time Keeping)

You should ensure that you arrive at work sufficiently early, to be ready to commence work at your official starting time, ideally, we recommend 10 minutes before.

You are required to use the signing-in book to record your hours of work.

Lateness and absence will be recorded, and unacceptable levels of timekeeping and attendance will render you liable to disciplinary action.

Dress Code

To maintain a smart and professional image and for reasons of health and safety, the Company requires all staff to adhere to the Dress Code. Failure to follow the Dress Code may result in disciplinary action being taken.

Our Nursery staff are required to wear clothing that they feel comfortable in, however, certain items that are not permitted to be worn at work are:

- Scruffy/torn trousers.
- Micro or very short mini skirts
- Low cut t-shirts, blouses, transparent clothing
- Juicy or Gold Digger tracksuits or clothing
- Football shirts.
- Sweatshirts or t-shirts with slogans or symbols that could cause offence.

Office staff should wear smart appropriate work attire.

Kitchen staff will be supplied with appropriate catering clothing including an Apron.

Footwear- Must be clean, light, sensible and practical.

Personal Hygiene – please remember this is very important as parents, children and other staff may find body odours offensive and embarrassing.

Aprons (PVC) - These are provided for bathroom protection and must be worn when changing children to prevent cross infection.

Cotton Apron – These must be worn when handling and serving food.

On commencement of employment, you will be issued with items to wear at work. You are responsible for the laundry of these items which will remain the property of the Company and should be returned on termination of your employment.

Further items can be purchased from the Company if you require.

Long hair should be tied back, jewellery should not pose a risk to health and safety, and tattoos must be inoffensive. Footwear should not pose a risk to health and safety. Short, professional nails are permitted. No chewing gum. Clothing or accessories displaying political or social advocacy messages are not permitted

Personal Hygiene

This is very important as parents, children and other staff may find body odours offensive and embarrassing.

General Conduct at Work

At all times during your employment, the needs of the business are paramount, and you should always ensure that your efforts and energies are concentrated on achieving this objective.

You are expected to conduct yourself in a reasonable manner with fellow employees, customers, clients, or members of the public.

We expect all our staff to provide high levels of care and if necessary, advice and guidance to parents and other members of staff.

Staff must always treat the children with respect, remembering to come down to the children's level and thinking about their tone of voice and language used.

Shouting and raised voices are not acceptable within the setting.

Staff must not behave in a racist manner under any circumstances and must not make racist or sexist remarks to any children, parents or any other third party.

Staff must never show favouritism.

Staff are not permitted to kiss the children; if a child wishes to kiss you, they should be encouraged to kiss you on the cheek and not on the lips.

When giving children cuddles; this must be in an open area and not one to one, in a closed off environment.

In one setting there is a separate sleep room. As we cannot always guarantee that there will be 2 people present in the room, it is monitored by a video monitor.

Manual handling of children – staff should be aware of how they lift children, that it is appropriate to the age of the child and in a safe and appropriate manner. Children should never be grabbed by the arm, only held by the hand. Any physical contact with a child deemed inappropriate will result in disciplinary action or external position of trust investigations.

Staff conflict should be dealt with in a professional and acceptable manner and always away from the children.

You are not permitted during your employment to disclose confidential information relating to the business, to any person or organisation, without our prior written consent.

You are expected to comply with any reasonable instruction or request given to you by an authorised person.

Other Employment

You must notify us of all other employment which you undertake. We will not allow any other employment which we deem to be either in direct competition or presents a conflict of interest with ourselves or our operation, but we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfil the job we employ you to do.

This information is also required in order that there is no infringement of the Working Time Regulations.

Conflict of Interest

You will disclose any potential conflict of interest to the Nursery Manager.

Conduct outside of working hours

Whilst we have no intention to intrude upon your activities or interests outside work, we would expect that none of our employees would be engaged in any activity outside working hours which could result in adverse publicity to the business, or which would cause us to question your integrity, or prevents you from performing your duties/responsibilities to our satisfaction.

Personal Property

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to such personal property brought onto our premises.

Lost Property

All items of lost property should immediately be reported to the Nursery Manager. Similarly, any unidentified article should be handed to the same person whilst attempts are made to discover ownership.

Private Mail

All mail received will be opened and that may include private mail addressed to individual employees. Please do not post your private mail at our expense unless specific permission has been granted.

Photocopier

The office photocopier is intended for business use only. If an employee wishes to use the copier to copy a private document, you are requested to seek permission from the Nursery Manager. Reasonable copying will not normally be refused.

BBC I-player

We do not hold a TV license and therefore you may not watch the BBC I-player by plugging in your personal device into our mains and/or using our Wi-Fi whilst you are in our premises.

Friends and Relatives Contact

We discourage friends and relatives from visiting you at work, except in the case of emergency.

Parking

Parking on or around our premises is done at the owner's risk and we accept no liability for any damage caused to such vehicles.

If you are in any doubt as to where you are permitted to park your vehicle, please discuss with the Nursery Manager.

Staff Room

The Staff Room should be always kept clean and tidy. No portable electrical items are permitted that do not have a current portable appliance testing certificate.

Food & Drinks

Meals are to be taken at lunch time and eaten in the staff room. Hot drinks are permitted in the rooms, but they must be kept out of the reach of the children and must not be consumed while holding children.

Maintenance of Rooms and Garden

Employees are responsible for the general maintenance and housekeeping of the pieces of equipment in their rooms. Employees should report any breakages to equipment to the Nursery Manager. Tidiness of rooms and garden is important to the nursery, and your co-operation is appreciated. At the end of the working day, all rooms should be left in a manner that will facilitate effective cleaning.

Nursery Telephones

The Company's telephones are intended for business use only. Prior permission must be sought before making personal calls. Permission will only be considered if the call is of an urgent/essential nature.

Similarly, it would be appreciated if employees would advise their families and friends that incoming calls must be restricted to urgent/essential matters only. Employees who choose to ignore these rules will be liable to the Company for the cost of personal calls. They may also become liable for disciplinary action.

Mobile Phones

Employees who have mobile phones are reminded that they should be switched off or 'silenced' and stored in the phone holder that is located in the Managers office.

Phones are allowed to be used during lunchtime if you are in the staff room or off site.

Please refer to the Mobile Phone Policy in the Policies and Procedures folder.

Smart Watches/Electronics with Image Sharing Capabilities

No smart watches are permitted.

Please refer to our Safeguarding Policy in the Policies and Procedures folder regarding our approach to Smart Watches and any electronics with image sharing capability.

Personal Items

Employees are expected to remove any potentially dangerous items when arriving for work or returning to work following a break. This includes lighters, vapes, cigarettes, pills and any sharp items which could fall out of pockets into the hands of little children. Failure to adhere to this may result in disciplinary action being taken.

Notice Boards

The Company provides notice boards to keep employees informed of various aspects of the business. Employees may seek permission to post non-contentious items of interest on these boards.

Collections and Fundraising

Prior permission must be sought from the Nursery Manager before any collections or fundraising activities are undertaken.

Gambling/Betting

All forms of gambling/betting are strictly forbidden on the Nursery premises at all times.

Students

Employees will find that Students are assigned to their rooms from time to time. You are requested to co-operate with the completion of a student's paperwork and to set a good example, promoting the Nursery.

Security

Maintaining the security of the buildings is everyone's responsibility. Never permit entry to the Nursery to any person who is either unable to identify themselves or is unable to provide a suitable reason for being permitted entry to the Nursery. Always ask for a child's password if the child is being collected by someone not known to the setting as the child's parent/guardian.

You are requested to report any suspicious occurrences to the Nursery Manager as soon as possible. Use the Visitor's Book to record all visitors to the site. In the event of an emergency, you will follow the Lockdown Policy in the Policies and Procedures folder. The Lockdown Policy is also displayed by all emergency exits around the building.

CCTV

The Nursery is on the same grounds as the school which operates its own CCTV on the outside area of the Nursery. Farm Work Play is not situated on a school site and does not currently have CCTV installed.

With Reason Search

We reserve the right to conduct checks on the persons and property of all employees whilst they are on our premises or engaged on our business.

Where such checks are conducted, care will be taken to ensure that a work colleague accompanies the employee concerned at the time of the search.

In such circumstances you will be asked to remove the contents of pockets, bags, vehicles etc.

You may of course refuse to be searched, and we reserve the option to involve the police at any stage.

Convictions and Offences

During your employment, you are required to immediately report to the Company any arrests, investigations, convictions, or offences involving the police, children's services, or an equivalent authority, with the exception of speeding fixed penalty notices.

Confidentiality

You must not disclose any information of a confidential nature relating to the Nursery or its clients except in the proper course of your employment or as required by law. Confidential information shall not be uploaded or input into any external application, software, or platform not authorised by the Company.

You must not remove any documents or tangible items which belong to the Company, or which contain any confidential information from the Company's premises at any time without proper advance authorisation.

You must return to the Nursery upon request, and, in any event, upon the termination of your employment, all documents and tangible items which belong to the Nursery, or which contain or refer to any confidential information and which are in your possession or under your control.

You must, if requested by the Company, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Paperwork and Administration

During the course of your employment, you will be required to complete nursery documentation which must be accurate and of a high standard.

Access to the online learning journey system is only permitted using IT equipment owned by the Company. Only Managers are permitted to access the system outside of working hours.

Communications with the Media

Only a Director is authorised to make any communication or statement to the media in matters relating to the Nursery.

Use of Personal Cameras & Video Filming Equipment

Employees are not permitted to use personal cameras or video filming equipment on site at any time. This policy includes cameras within mobile phones.

Acceptance of Gifts

Employees should not accept any gifts or hospitality from any customer, supplier, or other person without first seeking permission from the Nursery Manager. The Nursery Manager may grant permission for you to accept a small gift. However, gifts of a value of £50 or more may not be accepted.

In your employment with this organisation, you should never offer a gift or hospitality to a customer, supplier, or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed by the Nursery Manager in advance.

If you are found to have accepted or given any bribe you will face disciplinary action, which could include dismissal for gross misconduct.

Gifts for Children

You should not purchase gifts for the children in the Nursery as to do so can lead to misunderstandings.

Trips & Outings

Your conduct on a nursery trip is very important. When away from the nursery always ask yourself whether your actions could be misconstrued or could bring the nursery into disrepute. Any conduct on a trip that fails to meet our high standards will be subject to disciplinary action. You are specifically reminded that it is the children's trip, and you are not there to enjoy yourself!

Babysitting

Babysitting is not permitted for any children who attend the setting.

Parents Evenings

You may be required to attend Parents Evenings during the course of your employment. You will be paid for your attendance at your normal hourly rate.

Section Four - Company Policies & Procedures

These are non-contractual and do not form part of the contract of employment.

Recruitment Policy

Overview

This policy covers our internal and external recruitment. It is designed to ensure that our recruitment is fair and lawful and that it leads to the right people being appointed to the right roles.

We are an inclusive setting which encourages applications from across society. We are committed to building a workforce of capable and committed staff from all walks of life.

We do all we can during our recruitment process to make sure that candidates, and general job seekers are not disadvantaged in connection with a protected characteristic such as age, sex, race or disability.

Our recruitment decisions, including internal promotions and transfers, are based on non-discriminatory practice and, as far as possible, objective criteria.

This policy does not form part of your employment contract, and we may update it at any time.

You should read this policy alongside our policies on Equal Opportunities, Data Protection and Reference Policy.

Defining the role

When we need to recruit, we will carefully consider what the role involves. We will review and may update an existing job description to make sure that it properly reflects the day-to-day duties and responsibilities involved.

We will consider the qualifications, skills, attributes, knowledge and expertise that we are looking for ('the person specification').

If we think that the role could work as a part-time, job-share or other type of flexible working arrangement, we will take that into account when we are recruiting.

Our job adverts

Job adverts are prepared by the Management Team.

Our job adverts comply with equality law. In particular, we do not use wording that could discourage applications from some groups in society.

We may decide to advertise a vacancy internally and or externally or both.

Where we do decide to advertise internally, we will endeavour that employees who are absent because of long-term sickness or maternity leave (for example) are told about the vacancy and are given the same opportunity as their colleagues to apply.

We advertise vacancies in places that are accessible to as wide a pool of potentially interested candidates as possible.

Your job application

If you need information such as an application form, job description or person specification in an accessible format (large print, for example), please ask us. As long as your request is reasonable, we will try and accommodate.

All positions will be subject to Enhanced Disclosure from DBS.

We will not ask you about your health before making a job offer unless it is necessary and we:

- need to know about any reasonable adjustments that should be made to the recruitment process (that information is kept separate from the application form);
- need to establish if you would be able to carry out an intrinsic part of the job;
- have to ask health or disability-related questions because of a legal requirement.

Shortlisting

Our processes are fair and must be seen to be fair. If a member of staff involved in the recruitment process has a conflict of interest, they should immediately tell a member of the management team. A conflict of interest could include a relationship or friendship with a job applicant.

Shortlisting will be carried out by two members of the team.

We treat all applications confidentially and assess each by applying a pre-agreed scoring system that is based on the job description and the person specification.

We will contact the successful and unsuccessful candidates as soon as possible after making our decision about who to take forward to interview.

Interviewing

If we interview you, we will give you as much notice as possible of the date for your interview.

We will try to accommodate your needs around the timing and format of interview and will make reasonable adjustments for disabled candidates.

As part of the interview process, you will be asked to take part in a supervised practical exercise which may involve conducting an activity with the children.

Interview questions will be based on the job description, person specification and your application form. Questions will be as objective as possible, and you will be scored objectively based on your answers.

If we do not identify a suitable candidate, we may decide to re-advertise the vacancy or a different version of the vacancy.

Adverse Social Media Check

We reserve the right to carry out adverse social media checks before an offer is made.

Making a job offer

We will write to the successful candidate with a conditional job offer. That offer will include details of the terms and conditions of employment. We will explain how to accept our offer, including the timescale for that response.

A job offer will usually be made subject to certain conditions as follows;

- A minimum of two references that are satisfactory to the Company;
- Proof of professional qualifications if necessary;
- Confirmation of the Right to Work in the UK;
- Receipt of an Enhanced Disclosure from the Disclosure and Barring Service (DBS);
- Confirmation you are free from any contractual restrictions preventing you from accepting this offer and starting work on the date agreed; and
- Successful completion of a probationary period (if external recruitment).

We may also decide to make an offer conditional on a satisfactory medical examination and/or the results of any other specific checks that are reasonable, necessary and proportionate for us to carry out.

When it comes to seeking references, we will decide whom we wish to contact for a reference, although we will only contact them with your consent. Please see our Reference Policy.

We will give feedback to unsuccessful internal candidates.

Starting in the new job

We aim to introduce you to your new role as smoothly as possible, and you will be given all the necessary information and guidance for that to happen.

All external recruitment offers will be subject to a probationary period.

Data protection

During the recruitment process we will need to collect, handle and store various data about you. This is likely to come from different sources including:

- your application form and covering letter;
- your CV;
- your assessments;

- notes of your interview;
- Company references;
- results of pre-employment checks.

We will only collect data that is relevant to the recruitment decisions we need to make.

We will only take up references about you with your consent, and if that consent is not provided the offer will be withdrawn. Please refer to our Reference policy.

Relevant data will be held confidentially, stored securely and retained for only as long as necessary, in line with our Data Protection and GDPR Policy.

Only information that has a bearing on the employment relationship will be transferred to your personnel file.

External unsuccessful candidates will be asked if they wish us to retain their personal details on file for consideration against future vacancies.

Enforcing this policy

If you are an employee of ours and believe that you have been discriminated against in breach of this policy, you should speak with your manager. You may want to take the formal step of raising a grievance, in which case you should follow our Grievance Policy.

If you make a complaint under this policy in bad faith (where, for example, you know the allegation you are making is not true), we may regard that as a disciplinary issue. In serious situations, that could lead to dismissal without notice or payment in lieu of notice.

If you are found to have breached this policy by unlawfully discriminating against someone during the recruitment process, we may consider that to be misconduct. We might deal with it by providing (additional) training, issuing a warning or, in serious cases, considering dismissal.

Reference Policy

Purpose and Scope

This policy outlines our commitment to obtaining and providing references for all prospective and former employees in adherence with the EYFS in England. By adhering to safer recruitment practices, our policy ensures only suitable individuals are employed to work with children. Additionally, we commit to providing accurate, fair, and factual references to uphold safeguarding standards.

Section 1 – Approaching Referees

Application Forms

We recognise that application forms are an essential element of safer recruitment. We will ask candidates to provide us with details of their referees, as well as details on their current and previous employment on the application form. By completing

the form, and ticking the appropriate box, the applicant gives us permission to contact their referees.

Acceptable Sources of References

References will only be accepted from the following sources:

- Current Company (if currently employed)
- Training provider or educational setting (for recent graduates or trainees)
- Most recent relevant Company (if the applicant is currently unemployed)

References must be provided by a senior individual authorised to issue references on behalf of the organisation. References from family members or friends will not be accepted.

Obtaining References Before Employment

In accordance with the EYFS all references must be obtained and reviewed before an individual commences employment. No candidate will be allowed to start until their references have been thoroughly vetted and deemed satisfactory.

Closed References

We will not accept "open" references or references provided by the applicant. References must be obtained directly from the referee, ensuring the information is legitimate and reliable this is what we mean by a closed reference.

Verification of Most Recent Employment

When an applicant is not currently employed, verification will be sought from the most recent relevant Company. Additionally, if the applicant has previously worked with children, a reference from the last setting where they were in contact with children will be required.

Electronic References

All electronic references must be received from a legitimate and verified source (such as an organisational email address). References received from personal or unofficial emails will not be accepted unless the source can be validated. This is because many early years settings still use btconnect.com, Gmail or Hotmail as email platforms.

Clarification of Reference Content

If a reference contains vague or insufficient information, we will contact the referee directly to clarify any details. This helps ensure that all aspects of the candidate's employment history and suitability are thoroughly understood.

Comparison and Verification of Information

Information provided in the reference will be cross-checked with the candidate's application form. Any discrepancies or conflicting details will be discussed with the applicant to resolve inconsistencies.

Establishing Reason for Leaving

We will ascertain the reason for the candidate leaving their current or most recent post as part of the reference-checking process.

Resolving Concerns

Any concerns arising from the reference checks will be fully investigated and resolved satisfactorily before confirming the candidate's appointment. This step is critical in maintaining the safety and integrity of our organisation.

Offers of Employment

Letters of offer will be conditional and include that receipt of references that are satisfactory is a requirement of the offer.

Section 2 – Responding to Reference Requests

Giving References

In line with the EYFS we are committed to providing comprehensive, factual, and consistent references.

In order to comply with the EYFS references will be given in a timely manner.

The following principles guide our practice when issuing references for current or former employees.

Consent

It is important that references are only provided where we have the consent of the employee/ex-employee to process this reference. Those responsible for writing references must satisfy themselves that the employee involved has given their consent to the provision of the reference.

Authorised Personnel for References

Only senior individuals with the authority to give references, as designated by our organisation, are permitted to provide official references. This ensures consistency, accuracy, and the safeguarding of confidential information.

Unauthorised individuals are not permitted to provide references on behalf of the organisation. Where someone provides a reference that they were not authorised to give, this may be treated as a disciplinary matter.

Factual and Consistent Information

References will be factual, focused on:

- Confirmation of dates of employment,
- The position(s) held,
- A statement on safeguarding.

A disclaimer should be included in the reference making it clear that, while the information provided is, to the best of the organisation's knowledge, completely accurate, the organisation cannot accept any liability for decisions based on it. The

reference must be marked "private and confidential" and "for the addressee only". It should be sent by post or email to the prospective Company.

Responding to Requests for Information

When a reference request includes specific questions related to safeguarding, we will provide a safeguarding statement.

Statement on safeguarding

The information given should confirm whether the referee is satisfied with the candidate's suitability to work with children and provide the facts (not opinions) of any substantiated safeguarding concerns/allegations that met the harm threshold*. They should not include information about concerns/allegations which were unsubstantiated, unfounded, false or malicious.

*The harm test is explained in the Disclosure and Barring Service Guidance: [Making barring referrals to the DBS - GOV.UK](#) and Section 35(4) of the Safeguarding Vulnerable Groups Act 2006 [Safeguarding Vulnerable Groups Act 2006](#).

Open References

We will only provide an open reference where the organisation ceases to exist following closure. We recognise and understand that open references will not be acceptable under the EYFS to Early Years Companies who seek references.

Verifying Reference Requests & Consent

Before issuing a reference, we will verify the legitimacy of the request and the identity of the requesting organisation to ensure that confidential information is only shared with appropriate parties.

Data Protection and Confidentiality

All reference information provided will respect the principles of data protection. Copies of references provided will be retained for a period of 12 months. Information provided will be documented and securely stored for future reference.

Disclosure

The right to access personal data through a subject access request does not apply to confidential employment references provided by the Company to the recipient organisation.

This applies even where individuals make a subject access request directly to the Company, regardless of whether the request is made during their employment or after their employment ends. The Company will review each request for consent to disclose a confidential employment reference received from the recipient organisation on an individual basis.

Refusal to Provide a Reference

We reserve the right to refuse to provide a reference. If a reference is refused, we will inform the requestor in writing of this decision.

Further enquiries raised by the prospective Company

If we receive an enquiry from the prospective Company for clarification of any information provided in the reference, we will ensure that we do not go beyond the content of the reference in the information provided. Where possible we will deal with any such request in writing to avoid any subsequent confusion. If the enquiry is dealt with over the telephone, we will make a written record of the conversation.

Monitoring and Review

This policy will be regularly reviewed and updated in line with the latest statutory guidance and organisational requirements to ensure ongoing compliance with safer recruitment practices and EYFS requirements for safeguarding in early years settings.

Equal Opportunities Policy

The Company believes that all employees have the right to be treated fairly, equitably and with dignity at work.

As such the Company will not tolerate discrimination on the grounds of sex, race, colour, disability, age, nationality, religion, sexual orientation, or marital status.

Any employee found to have discriminated in this way will be subject to the Company's Disciplinary Procedures.

Any employee who feels that they have been victimised should raise the matter through the Company's Grievance Procedure. The matter will be investigated thoroughly.

Alcohol and Substance Abuse Policy

Employees, regardless of status are not permitted to consume alcohol whilst at work.

Illegal drugs must not be brought on to the premises. Where the Company suspects that an employee is in possession of drugs, the police will be called.

Any employee who has an addiction and requests help will be directed to expert help and advice for support and treatment.

No alcohol may be brought onto the premises.

Medicine may cause drowsiness or other side effects. Therefore, you are advised to discuss with the GP or pharmacist the nature of your work to ensure that the medication is compatible.

Storing of medicines at work may present a potential risk to the children in our care. If you are taking medication which may affect you at work, please alert the Nursery Manager and if the medication is to be stored in a bag, please take extra care to ensure it cannot be reached by small hands. Please ensure a first aider is aware of any medication you are taking that may have side effects or may require their intervention should a medical emergency occur.

Any employee suspected of being under the influence of alcohol or drugs at work will be suspended on full pay prior to a thorough investigation. Such an offence will be subject to the Company's Disciplinary Procedure and may result in dismissal.

Smoking & Vaping Policy

Purpose

This policy has been developed to protect all employees and children from the risk of passive smoking and vaping. Exposure to second-hand smoke and vaping aerosols increases the risk of lung cancer, heart disease and other serious illnesses. Ventilation or not smoking around others does not completely stop potentially dangerous exposure which can be present on breath and the fibres of clothes.

Policy

Since 2007 smoking in all enclosed and substantially enclosed premises in the workplace became prohibited. This included doorways, smoking rooms, and all Company vehicles. Smoking within the Nursery was prohibited prior to this date. The setting and its grounds are smoke, vape and e-cigarette free environments. Smoking or vaping can take place during lunch break or before/after work, so long as it is not on our premises.

If you do smoke or vape you are required to fully cover your clothes to ensure that your clothes do not absorb the smoke/smell. Hands should be thoroughly washed, and the smell diminished with a mint.

Cigarettes/Vaping Units/Matches/Lighters

Where e-cigarettes/cigarettes/matches/lighters are brought into work, must be left in handbags or lockers. These items must not be taken into the rooms. Failure to adhere to this will result in disciplinary action being taken.

Non-compliance

The Company's Disciplinary procedures will be followed if a member of staff does not comply with this policy and those who do not comply with the smoke-free law may also be liable to a fixed penalty fine and possible criminal prosecution by the enforcing authority.

Help to stop smoking

The NHS offers a range of free services to help smokers give up. Visit gosmokefree.co.uk or call the NHS Smoking Helpline on 0800 169 0 169 for details. Alternatively, you can text 'GIVE UP' and your full postcode to 88088 to find your local NHS Stop Smoking Service.

Health and Safety Policy

It is the responsibility of all employees to make themselves aware of our Health and Safety Policy. All Employees have a duty of care in respect of the health and safety of not only themselves, but of other employees, customers, and members of the public.

You must adhere to the general health and safety rules and procedures.

All accidents, no matter how minor, are to be reported without delay. Employees are required to fully co-operate with all subsequent enquiries, as to the cause, consequences, and future prevention, of accidents.

Personal Protective Equipment

Where protective clothing or equipment is issued to you, this is done for your protection and must therefore be worn or used at the appropriate times. Failure to wear protective clothing, or use safety equipment, will render the individual liable to disciplinary action. Remember that you have a personal responsibility for your own health and safety and that of others and you should ensure that you exercise this responsibility carefully both through your actions and in the maintenance and care of such clothing or equipment.

Inclement Weather Policy

Purpose

It is acknowledged that there may be times when it is problematic for staff members to attend work using their normal method of transport. There may have been sudden inclement or adverse weather conditions that cause disruption to the transport infrastructure.

This policy aims to ensure that equal and fair treatment is applied as far as possible to the staff who are unable to attend work, or who have to work a shorter day than normal, due to inclement weather.

While accepting that staff should not take unreasonable risks in attempting to get to work in difficult conditions, those staff who do make it in can make a very big difference to our parents.

It is acknowledged that individual circumstances will vary greatly and therefore it is unlikely that this policy will cover all eventualities. Management discretion may be necessary if there are exceptional circumstances.

Definitions

'Inclement weather' can be defined as snow, ice, fog, floods, which render extremely hazardous journeys by road, by both public and private transport.

'Extremely hazardous' is defined as those conditions in which the police and/or appropriate motoring organisations advise people not to make unnecessary journeys or indeed travel at all.

If you are unable to get to work because of the weather

If there are extreme weather conditions you are expected to make every reasonable effort to get to work, adapting your means of travel, if necessary, even if this means you will arrive late.

If you really are unable to attend work because of the weather conditions, you must notify the Nursery Manager within one hour of your usual start time. In this case you would normally be expected to take the time as annual leave or to make up any time lost within the next 4 weeks. Alternatively, you may be asked by the Manager to do online training.

You may elect to take a day's unpaid leave only with the express authorisation of the Nursery Manager. Any exceptions to these guidelines would be at the discretion of the Nursery Manager.

Please note that failure to notify the Nursery Manager that you are unable to attend work would count as unauthorised absence and therefore be unpaid. Furthermore, it could constitute a disciplinary offence which may result in formal disciplinary action being invoked.

If the weather means you arrive late

If you do arrive late because of inclement weather, you will not normally be expected to make up the time lost.

If you know you will arrive late but are attempting to make it into work, please ensure that the Nursery Manager is aware that you are attempting to attend work so that you can be further contacted if the nursery is closed due to the weather.

If the Nursery is closed because of the weather

In exceptional circumstances, a decision may be made by the Nursery Manager to close the nursery and either allow staff to go home or tell them not to arrive for work. In this instance you would not be required to make up lost hours, but you would be required to work with us to ensure the safety of the children and to maintain ratios. You may also be asked by the Manager to complete online training.

If the bad weather continues

The nature of this policy is to cater for initial, emergency situations. However, it is recognised that in some instances bad weather may continue and other services may be affected.

Staff members are requested to consider alternatives to enable them to attend work should the weather not improve, or more bad weather is forecasted. It may be that it is reasonable for a staff member to walk to work if public transport is affected or other methods of transport could be considered if driving is not possible.

If bad weather prevents you from returning from holiday on time

You should contact the Nursery Manager at the earliest opportunity to let them know that your return to work is delayed and when your likely return date will be. You may be required to take additional holiday or make up any hours owed to the Company. In addition, if you do not have any untaken holiday, you may be allowed to take unpaid leave.

If your childcare arrangements break down because of the weather

There may be circumstances where your inability to attend work is caused by your own child's school or nursery closure. In such circumstances guidance should be sought from the **Time Off for Family Emergencies** section of this handbook.

Communication Policy

As a Nursery we play an important role in the development of speech in the children in our care. It is the Company's policy that we will avoid using slang or colloquial

expressions to each other or to the children and will be conscious of what we say and how we say it to ensure children always observe and listen to good examples of verbal communication.

Employee Wellbeing Policy

Purpose

The purpose of this policy is to support the mental health and wellbeing of all staff. It covers the Nursery's commitment to employee's health, responsibilities of managers and others, training and communications, support, and how to mitigate psychological risks to employee's health.

Our Commitment

The Company has legal obligations under health and safety legislation to manage risks to the health and safety of employees. In addition to reducing safety risks, this means operating the nursery in a way that minimises harm to employees' mental health. This includes ensuring that the demands of jobs are not unacceptable and having policies and procedures in place to support individuals experiencing mental ill health at work.

The Company will put in place measures to prevent and manage risks to employee wellbeing, together with appropriate training and individual support. It will also seek to foster a mentally healthy culture by incorporating these principles into Line Manager training and running regular initiatives to raise awareness of mental health issues at work.

Responsibilities

The Company has a legal duty of care to employees to ensure health at work, as set out in the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. The Company will ensure that its policies and practices reflect this duty and review the operation of these documents at regular intervals.

Line Managers will put in place measures to minimise the risks to employee wellbeing, particularly from negative pressure at work. Managers must familiarise themselves with the Health and Safety Executive's stress management standards and use these to mitigate psychological risks in their teams. For example, Line Managers should ensure that employees understand their role within the team and receive the necessary information and support from Line Managers and team members to do their job.

Line Managers must also familiarise themselves with the Company's policies on diversity and tackling inappropriate behaviour in order to support staff, for example on bullying and harassment issues.

Line Managers must ensure that they take steps to reduce the risks to employee health and wellbeing by:

- ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications.

- keeping employees in the team up to date with developments at work and how these might affect their job and workload.
- ensuring that employees know who to approach with problems concerning their role and how to pursue issues with senior management.
- making sure jobs are designed fairly and that work is allocated appropriately between teams and nursery rooms.
- ensuring that work areas are regularly assessed to ensure that they are appropriate and fit for purpose; and
- Line Managers will ensure that personal data, including information about individuals' health, is handled in accordance with the Company's data protection policy / policy on processing special categories of personal data.

Employees must take responsibility for managing their own health and wellbeing, by adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking) and informing the Company if they believe work or the work environment poses a risk to their health.

Any health-related information disclosed by an employee during discussions with managers, or any outsourced occupational health service is treated in confidence.

Health Promotion Initiatives

The Company may develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing. These programmes will be evaluated to determine their effectiveness.

The programmes may cover:

- stress management;
- disability awareness;
- bullying and harassment;
- handling violence and traumatic incidents at work;
- lifestyle behaviours, with voluntary screening (for example in relation to alcohol, drugs, and smoking); and
- physical activity and fitness;
- Employees may also be encouraged to establish clubs and groups designed to foster wellbeing, for example walking or dancing clubs.

Training and Communications

Line Managers and employees will regularly discuss individual training needs to ensure that employees have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of Company change.

Line Managers and employees are encouraged to participate in communication/feedback exercises, which may include stress audits and staff surveys. All employees are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications, and Company-wide methods. The Company will ensure that structures exist to give employees regular feedback on their performance, and for them to raise concerns.

The Company will consider special communication media during periods of Company change.

If employees believe that their work, or some aspect of it, is putting their wellbeing at risk they should, in the first instance, speak to their Line Manager.

The discussion should cover workload and other aspects of job demands and raise issues such as identified training needs.

A referral to outsourced occupational health may be made if this is considered appropriate.

Elective Surgery Policy

This policy details the entitlements and procedures for all employees of the Company, who arrange for elective surgery to take place. The Company is committed to supporting employees where possible who have planned surgery and have cause to be absent from work for a reason other than sickness or holiday.

Company's Responsibilities

When considering requests for time off for elective surgery, the Company will take into consideration both legal entitlements and the effect the absence will have on its operational needs. We may also require production of evidence from the employee which supports the use of this leave.

The Company will not unreasonably reject a request. However, if an employee is believed to have abused or misused the policy, the Company may take disciplinary action.

Your Entitlement

There is no statutory entitlement for employees to have time off for elective surgery. However, the Company may grant unpaid leave at its discretion.

The Company will consider a request for an extension of leave and may grant it at its discretion.

Requesting Leave

Time off can only be granted by the Nursery Manager, and any occurrence of unauthorised leave will be investigated and followed with disciplinary action if appropriate.

You should make your request for leave to the Nursery Manager as soon as possible to ensure the Company can adequately prepare for a period of extended absence.

All requests must be made at least 4 weeks in advance of the time off.

You should be prepared to provide evidence from a medical professional (e.g. appointment card) to verify the appointment and expected recovery time.

All employees must fully comply with the rules set out in this policy.

Process

Upon receiving a request for time off, your manager will meet with you to discuss the reason for the request, the expected length of absence and the impact it will have on the business. Your manager will consider any previous requests you have made for time off for elective surgery.

Your manager will confirm the outcome of the request to you in writing without unreasonable delay.

What to do if further time off is needed

Should the surgery result in you requiring time off to recover because you are unfit for work, the normal sick pay arrangements will be applicable. You will be required to provide a Statement of Fitness for Work after 7 days.

Domestic Abuse Policy

Purpose

The aim of this policy is to set out the Company's stance on domestic abuse and explain the support the Company can offer to employees experiencing domestic abuse.

The Company understands the risks and consequences of domestic abuse and will take all reasonable action to support any member of staff who is the subject of domestic abuse.

We acknowledge our duty of care towards our employees and understand that this includes a legal responsibility to provide a safe and effective work environment; but to also look after the wellbeing of our employees. We appreciate that confronting domestic abuse is an integral part of this.

We will work hard to foster a supportive workplace culture where employees feel able to talk openly about their experiences and seek appropriate support if they wish to.

Definition

Domestic abuse involves controlling, coercive threatening behaviour, violence, or abuse between those who are, or have been, in an intimate relationship or close family relationship. Domestic abuse can involve a single incident or a pattern of incidents. It can take many forms, including:

- psychological abuse
- physical abuse
- sexual abuse
- emotional abuse
- verbal abuse
- economic abuse.

Anyone can suffer from domestic abuse regardless of sex, race, sexuality, or religion. It is a criminal offence and can lead to a criminal conviction. We recognise

this can be hugely detrimental to the mental health of those experiencing this involved.

Signs that someone may be experiencing domestic abuse

Signs which may indicate that someone is experiencing domestic abuse may be:

- frequent absence from work, lateness or needing to leave work early
- reduced quality and quantity of work or missing deadlines
- spending an increased number of hours at work for no reason
- changes in the way an employee communicates - a large number of personal calls or texts or a strong reaction to personal calls
- physical signs and symptoms such as unexplained or frequent bruises or other injuries
- excessive clothing on a hot day
- changes in the amount of make-up worn
- changes in social behaviour, for example, not turning up to work social activities
- obsession with leaving work on time.

Action to be taken if employee confides in a manager in the organisation

The manager will offer reassurance to the employee of the Company's stance towards domestic abuse and outline the support that is to be offered. The manager will not ask the employee for evidence of abuse. If asked for by the employee, the manager will arrange for another manager, of the same sex as the employee, to be their confidante and offer support.

Confidentiality is of utmost importance for managers dealing with an employee who informs them that they are experiencing domestic abuse. However, there may be circumstances where confidentiality cannot be guaranteed, for instance, where there are concerns about the safety of children and/or potential of significant harm or risk to the employee.

The manager should not directly involve themselves in the situation, by, for example, confronting someone accused of being abusive. Instead, the role of the manager in this situation is:

- to provide support to the employee in the workplace
- to help the employee find professional help, signposting to the appropriate sources.

In terms of practical assistance, the manager may for example:

- encourage the employee to seek professional help i.e., GP, Police, support groups
- for the employee's telephone extension number to be changed if the employee is receiving harassing telephone calls
- agree with the employee how they should respond if the perpetrator attends the workplace
- ensure that the employee does not work alone or in an isolated area

- check that the employee has arrangements for safe travel between home and the workplace
- keep a record of incidents which occur in the workplace, e.g., harassing telephone calls or visits
- consider a temporary change to the employee's working patterns.

Managers should:

- not apportion blame
- be non-judgmental, supportive and
- respect the employee's privacy.

It may be helpful in this situation if the employee is encouraged to speak to their GP. Encouraging the employee to speak to their GP may be helpful and the line manager will facilitate this by allowing time off for work for a visit to take place to any professional support organisation.

Action to be taken if the manager suspects that an employee is being subjected to domestic abuse

Suspicion that an employee is experiencing domestic abuse must be treated in a careful, balanced, and sensitive manner where no evidence is available. The line manager should facilitate a conversation to discuss the issue on a general level. If the employee confirms that they are experiencing domestic abuse, the manager should follow the guidelines set out above.

Training can be made available to managers who need more information.

Perpetrators of domestic abuse

The Company will not tolerate domestic abuse by its employees, and this will be made clear to the perpetrator. The Company will take seriously any allegations towards an employee of domestic abuse and investigations may lead to disciplinary action being taken in line with the Company's disciplinary policy.

When speaking with an alleged perpetrator of domestic abuse, a manager should, if considered necessary, take measures to ensure their own safety such as taking another member of staff to a discussion.

The Company will seek to offer support to perpetrators of domestic abuse if it is evident that they are seeking help to address their behaviour.

If both the individual experiencing domestic abuse and the perpetrator work for the Company, measures must be taken to reduce the impact, such as:

- reassigning duties/roles and
- restricting the perpetrator's access to information about the person they are targeting.

Managers will keep confidential records of any disclosure or action taken in relation to an alleged perpetrator of domestic abuse.

Professional help

The line manager should encourage the employee to independently seek professional help. This may include reporting instances of violence to the police, or seeking help from specialist organisations such as:

- National Domestic Violence Helpline, run in partnership between Women's Aid and Refuge
Freephone: 0808 2000 247
www.nationaldomesticviolencehelpline.org.uk
- Bright Sky app: www.hestia.org.brightsky
- ManKind: www.mankind.org.uk/help-for-victims
- Employee Assistance Programme

Harassment and Bullying Policy

Overview

This policy applies to all employees, apprentices, contractors, volunteers, agency, and casual workers. If you are an employee, this policy does not form part of your contract of employment. We reserve the right to amend it at any time.

You should read this policy in conjunction with our Equal Opportunities Policy and Grievance Policy. We want to provide a working environment free from harassment, bullying and intimidation. This policy applies in the following contexts:

- anywhere on the Company's premises;
- anywhere off the Company's premises during work-related social events, business events, or business trips.

Taking part in any of the following behaviour will lead to action under our disciplinary procedure, and this may lead to your dismissal for misconduct or gross misconduct:

- harassing or bullying anyone else;
- threatening anyone who raises a harassment or bullying complaint;
- retaliating against anyone who raises a harassment or bullying complaint;
- making allegations maliciously or in bad faith; and/or
- giving false or intentionally misleading information during any investigation.

Before you raise a complaint, you need to remember that the Company has a duty to protect all employees. That means that if you change your mind after complaining, even informally or in confidence, we may choose to investigate anyway. We will, however, not do so without talking to you first.

You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

If you are concerned about your own observations regarding the treatment of another, then sometimes the best approach is for you to challenge the behaviour or speak to your manager informally regarding your concerns.

What is harassment?

Our definition of harassment relates to behaviour connected to what is termed a 'protected characteristic' (please see our Equal Opportunities Policy for the definition of this phrase).

We define harassment as any situation where a worker is subject to uninvited conduct that, as an intended or unintended consequence, violates their dignity in connection with a protected characteristic.

We also define harassment as behaviour that creates a hostile, humiliating, degrading, or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

Physical, verbal, and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media. This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.

The impact on the victim is very important. People's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

Third Party Harassment

We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as parents, suppliers, professional visitors, members of the public.

You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

We will take active steps to prevent third-party harassment of staff. Action may include signage, information in contracts etc.

We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let your Line Manager know.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police etc.

What is bullying?

We define bullying as any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable, or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

As with harassment, physical, verbal, and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion, e.g. 'sending someone to Coventry'.

Constructive criticism about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine and should not be interpreted as anything different.

Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.

Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to follow instructions, undermining authority, making fun of, or mocking the more senior person or spreading rumours about them.

Our Position

We will not tolerate bullying or harassment by anyone working for us.

This includes AI-generated harassment and bullying, such as (but not limited to):

- Generating offensive or discriminatory messages or images using AI tools.
- Using AI to impersonate or misrepresent another individual in a way that causes harm or distress.
- Amplifying or disseminating AI-generated content intended to ridicule, intimidate, or undermine a person or group.
- Manipulating media (e.g., deepfakes) to create false or misleading impressions for malicious purposes.

AI-generated harassment and bullying will be treated with the same seriousness as any other form of harassment or bullying.

We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.

We will assess the risk of harassment in the workplace and keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe harassment protection could be improved. Please let your Line Manager know.

You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.

Our managers are trained to recognise behaviours which may amount to bullying and harassment. We will provide regular training to everyone on what our values mean and explain how you must 'live' these values in your interactions with others.

Our Sexual Harassment Code of Conduct includes the following:

- Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
- Inappropriate images or other content should not be viewed or shared at work.
- You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- You should never invade colleagues' personal space.
- You should not exclude colleagues unfairly from discussions or events.
- You should not use crude humour.
- You should not use an aggressive tone or aggressive language when speaking with colleagues.
- You should not be physically aggressive towards colleagues.
- You should not make sexually suggestive comments
- You should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise
- You should not gossip about your colleagues.

Our Sexual Harassment Code of Conduct and zero tolerance of harassment in the workplace apply equally:

- at work; or
- during any situation related to work such as at a social event with colleagues; or
- against a colleague or other person connected to the company outside of a work situation, including on social media; or
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

Raising a Complaint

Many issues can be resolved informally. Before you use this formal procedure, it is sometimes a good idea to speak with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly often, they might not realise that their behaviour is having that effect on you (e.g., they might have thought of it as 'banter' and have had no idea that it was upsetting or inappropriate).

Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager, or there is another reason you would prefer not to discuss it with them, you should instead speak to their line manager or a director of the Company.

If resolving the issue informally proves impossible, you should follow our Grievance Policy. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring. Sometimes, if we think it necessary, we may need to separate you from the person you complain about while we investigate. If that involves moving you to another room on a temporary basis, it is not a pre-judgment of your complaint. It is simply us trying to stop things getting worse during the investigation.

We realise that bullying and harassment are sensitive topics. We want to make sure that you have options available so that you feel able to come forward and report any issue you are having in confidence. For this reason, we have set-up an anonymous reporting option for cases of bullying and harassment. This allows you to report concerns anonymously should you feel that you need to. Details are at the end of the handbook.

The harassment does not need to have been aimed at you for you to bring a complaint. You may have witnessed harassment and come forward to make a complaint of harassment.

Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may, for example, change your work pattern or theirs, or change the room in which you or they usually work in.

Protecting confidentiality

Harassment and bullying allegations can raise strong feelings and are always serious, which is why both the Company and the accuser have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the outcome. If you make a harassment or bullying complaint and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure, and this could lead to dismissal for misconduct or even gross misconduct.

Breaches of this Policy

Any breaches of this Policy will be handled under our Disciplinary Policy and may result in action including dismissal for gross misconduct or the termination of your contract with us.

Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

Anonymous Reporting Line

Should you feel you are unable to raise concerns regarding sexual harassment in the workplace directly, you are able to contact the Anonymous Reporting Line as detailed at the end of this handbook.

Staff Behaviour Policy

Introduction

In a working environment where there are children it is important and in everyone's interests for the environment to be harmonious and respectful. In addition, it is our responsibility to safeguard the children and learners.

Although we would like to think that this is always the case, this policy recognises that inappropriate staff behaviour, which may include harassment, can take place.

Please also refer to the Sexual Harassment Code of Conduct issued separately.

This policy aims to ensure that if inappropriate staff behaviour does occur in the workplace it is dealt with in a serious, sensitive, and confidential manner so that the matter can be resolved as quickly as possible for all concerned.

We are committed to tackling incidents of inappropriate staff behaviour swiftly and decisively.

We believe this action is needed to protect the setting, our employees, our parents, and children.

Certain allegations made to the Company regarding a colleague's behaviour under this policy may be considered as a safeguarding issue.

Therefore, staff should also refer to the following procedures for more information:

- Whistleblowing Procedure;
- Safeguarding & Child Protection Policy;
- Social Networking and Personal Internet Presence Policy;
- Mobile Phones Policy;
- Disciplinary Procedure;
- Bullying & Harassment Policy;

This policy covers the following areas where inappropriate behaviours may occur at work:

- Language;
- Jokes;
- Sexually explicit language and sexualised behaviour;
- Sexually innuendo;
- Silences and not speaking to each other;
- Discussing a child in front of other children and parents;
- Banter and Horseplay;
- Flirting;
- Using a mobile phones and cameras at work;
- Aggression;
- Being hungover at work;
- Harassment;
- Bullying;
- Appearance;
- Making a complaint.

Language

Everyone has the right to hear other people speaking to them and each other in a courteous and pleasant manner without the use of slang, unnecessary abbreviations and swear words.

Any employee, found to have used swear words, or to have spoken 'unkindly' towards a child, or towards another adult in front of a child or children, may face disciplinary action.

Jokes and inappropriate conversations

Everyone likes to hear a joke, but the joke may not be appropriate for this workplace. Care should be taken when telling a joke that is 'risky' that it doesn't lead to an inappropriate situation.

Inappropriate conversations may also include private conversations about intimate personal relationships, financial concerns, alcoholism, drugs etc.

Some children will be old enough to repeat what has been said in front of them to other adults. This could result in a safeguarding issue and/or confidentiality breach.

Colleagues do not have to hear conversations at work that embarrass, concern, or harass them. The Company will take allegations of this nature very seriously, and disciplinary action may follow.

Sexually explicit language/sexualised behaviour

Talking to another member of staff or child in a sexually explicit manner is not appropriate in the workplace and would constitute a serious safeguarding allegation. Any staff member or visitor who has any concerns regarding another staff member using sexually explicit language or demonstrating sexualised behaviour should contact the Nursery Manager/Owner in confidence.

Such behaviour has no place in a childcare environment and will be treated very seriously. Any individual who undertakes to behave in this way will be subject to the disciplinary procedure which may include dismissal for gross misconduct.

Sexual Innuendo

Sexual innuendos have no place in a childcare environment. Do not make comments that could be construed as sexual innuendo in front of our children under any circumstances.

Silences and not speaking to each other

Colloquially called 'sending someone to Coventry' the practice of being silent with another person and not speaking to them has no place in our working environment and will be seen as a form of harassment. Staff members are reminded of the need to be professional with each other at work. Any staff member who treats a colleague in such a way will be subject to the Company's Disciplinary procedure.

Discussing a child's behaviour in front of other children/other parents

Staff members should not discuss a child's or parent's behaviour with other staff members in front of other children or other parents. Care should be taken to ensure all such conversations occur in private and with appropriate individuals. A breach of client confidentiality will be taken very seriously and is a disciplinary matter. In addition, children should not be discussed with individuals outside of the setting. For example, it would be a breach of confidentiality to advise your boyfriend that you work with a child whose parent he has contact with.

Banter and Horseplay

Employees should ensure they do not get involved with banter or horseplay at work. Different things affect us all in different ways, and therefore what one individual might think of as harmless could be felt to be serious harassment by another.

Flirting

Staff members should not flirt with each other, with parents, or other visitors to the setting. Such behaviour has no place in a childcare setting.

Using a mobile phone or camera at work

Care should be taken to ensure that staff members understand our policy on Mobile Phones, how they should be stored, when they can be accessed, by whom and when etc. Policies such as these are essential both to protect children and staff.

Aggression at work

Being aggressive whether directed at colleagues, parents, suppliers, management, children, equipment, or something else is not acceptable staff behaviour. Anyone who is aggressive at work may face disciplinary action which can include dismissal for gross misconduct.

Being hungover at work

There is a fine line with being under the influence of alcohol (a gross misconduct offence) and being hungover. Employees who present themselves for work in what we believe to be a hungover state may face disciplinary action including dismissal for gross misconduct.

Harassment

It is important to note that the question of whether or not behaviour constitutes harassment rests with the person on the receiving end of the behaviour. Friendly, welcome, and reciprocated actions are fine, but great care should be taken when interacting with others to distinguish between behaviour that is viewed as welcome and behaviour that is unwanted and potentially offensive to another person. For example, someone tells a joke that they think is funny. Although it was just a bit of fun and the person did not intend to upset anyone, a colleague finds it offensive. This individual may have a valid claim that they have been harassed. A single incident can constitute harassment if it is sufficiently serious. Alternatively, a series of relatively minor incidents or actions can be collectively viewed as harassment, in particular if the behaviour persists after the individual has expressed an objection to it or asked for it to stop.

The Company's position is that no harassment of any kind should take place, and all employees have a responsibility to ensure at all times that their own behaviour does not offend others.

It is important to remember that harassment:

- depends on the view of the individual on the receiving end of another person's behaviour;

- does not depend on the severity of the behaviour – a joke or a throw-away comment could be perceived as harassment by anyone who hears it
- can include behaviour that an employee sees or hears, even if it is not directed at that employee and has nothing to do with them.

We all have a responsibility to discourage harassment and prevent it from taking place by:

- Being aware of the problems that harassment can cause, and ensuring that our behaviour does not cause others to feel harassed;
- Making our colleagues aware if certain conduct or behaviour is causing concern or offence to ourselves or to others.

Nursery Managers and Supervisors have a particular responsibility to prevent harassment taking place by:

- Undertake training to ensure they are able to mitigate the risk of harassment;
- Being alert to the possibility that harassment may be happening in their area;
- Using their judgement to correct behaviour that could be considered offensive and reminding employees of organisational policy on this matter;
- Taking prompt action to stop harassment as soon as it is identified;
- Dealing with all incidents quickly, seriously, sensitively and in confidence.

We will deal with all complaints of harassment promptly, fairly, sensitively and in confidence.

If an employee feels that he or she is unable to deal with a particular situation without support, they should ask their team leader or the Nursery Manager to explain to the person causing offence that their behaviour is unwelcome and must stop. If this initial approach fails to resolve the problem, the employee may use the formal Grievance Procedure. Disciplinary action against the harasser/bully will be considered in all cases where a claim of harassment is substantiated. Please refer to the Bullying and Harassment Policy.

Bullying

Bullying is regarded as any behaviour, occasional or persistent, by anyone that intimidates or oppresses another person, possibly but not exclusively through misuse of authority or power. It invariably has a negative effect on the victim's self-confidence, self-esteem, and general well-being. It can be subtle in nature and is intended to hurt. It can take place with work colleagues in public or in private, at work or socially.

Examples of bullying may include:

- shouting or swearing at an individual
- persistent, excessive, unfair, or unjustified criticism
- public humiliation and/or insults
- constant ignoring of opinions

- withholding information without justification so as to cause difficulty or embarrassment to an individual
- unjustified, excessive monitoring and/or supervision
- setting someone up to fail – for example, setting a target/objective that cannot be achieved
- constant changing of targets for no justifiable reason
- unreasonably blocking requests for leave
- aggressive communications
- intimidating or threatening behaviour.

Please refer to our Bullying and Harassment Policy.

Appearance

Staff members are expected to maintain a high standard of personal appearance at work. They should adhere at all times to the Company's Dress Code. Should our code have an element of flexibility for example with the length of a skirt or the cut of a blouse, staff are expected to exercise good judgement and ensure their appearance is not perceived as too sexual for the workplace. Specific care should be taken during dress up events such as Pyjama Party or similar when night clothes are worn as outer clothes.

Making a complaint

Any staff member who wishes to make a complaint under the Inappropriate Behaviour Policy should contact the Nursery Manager or if that is not appropriate the owner in the first instance. Any investigation will be handled with sensitivity and as short a time frame as reasonably practicable.

Personal Relationships at Work

The Company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships.

As a general rule, the Company does not wish to interfere with personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional, and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively.

It is important for the Company to strike a balance between your right to a private life and the Company's right to protect its business interests. If you embark on a close personal relationship at work, whether the relationship is with a fellow worker, client, customer, supplier, or contractor, you are bound by the following provisions:

- You must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Company or client premises is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.
- If you embark on a relationship with another employee in your department, you should declare this to your line manager as soon as reasonably practicable.
- If you are a manager and you embark on a relationship with a more junior member of staff, you should declare this to your Line Manager as soon as reasonably practicable. This is particularly important if you are the Line

Manager of the employee because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Company reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Company will first consult with both of you to try and reach an amicable agreement on transfer.

- If you begin a relationship with a client, customer, supplier or contractor and your relationship allows the potential for you to abuse your level of authority, you must declare the relationship to the Managing Director as soon as reasonably practicable. In these circumstances, the Company reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. The Company will first consult with you to try and reach an amicable agreement on transfer.
- If a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your Line Manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to the problem level, the matter will become a disciplinary one.

If you are having or have had a personal relationship and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship or you have exercised undue influence over a client, customer, supplier, or contractor, this is a disciplinary matter. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Gossiping Policy

Introduction

Safeguarding, confidentiality, and professionalism are paramount to the operation of our setting. We are dedicated to both encouraging and maintaining a productive working environment through which our employees can work together in a professional manner. We understand that staff are going to interact during the working day, and conversations may arise that do not relate to ongoing work or projects.

It is not our intention to prohibit such conversations, as we believe they are necessary for the continued wellbeing of our staff.

However, it is vital that general workplace discussions do not develop into unregulated gossip that could cause issues relating to safeguarding, staff relations, create a hostile working environment or allow false information regarding business operations to spread.

Gossiping can undermine the reputation of the business and jeopardise its future. If staff have genuine concerns, they must raise these with their Line Manager to aim to resolve these as quickly as possible. If this does not achieve this, they can use the Grievance Procedure.

Gossip can also be a form of bullying and harassment, and, to this end, this policy should be read in tandem with other policies on these areas in the Employee Handbook.

The purpose of this policy is to outline and clarify what is considered to be gossip and expectations placed on staff to avoid this situation arising.

Breaches of confidentiality may be a disciplinary matter and can lead to summary dismissal for gross misconduct.

What is gossip?

Gossiping can be present in the following circumstances:

- discussing the personal lives of parents/carers/families or colleagues whilst they are not present;
- negative conversations that serve to criticise colleagues or parents/carers/families;
- repeating unsubstantiated information that could potentially harm a colleague or parents/carers/families' reputation, both professionally and personally;
- spreading or repeating rumours about a colleague or parents/carers/families;
- repeating information about a parent/carers/families or colleagues told to you in confidence;

Some people find it difficult to understand what is gossip and what is not. We ask staff to consider what they are about to say before they say it; if they feel they need to lower their voice, it could suggest what they are about to say could be considered gossip or a breach of confidentiality.

For example, an employee raises issues over their colleague's conduct to their manager. They do not mention this to anyone else. This is not gossip as the employee has carefully only discussed their concerns with management and therefore left the matter for management to investigate further.

Alternatively, this same employee doesn't speak to management and instead talks about their concerns with the other colleagues, causing them to doubt the individual in question and preventing the issue to be constructively dealt with by management. This is gossip and the employee should avoid this behaviour.

To give another example, an employee overhears private information concerning a family or colleague's personal life. They discuss this with their friends at work and in the local pub causing rumours to spread around the workplace and community. This would be considered gossip.

This same employee also hears rumours that the employer could be implementing a redundancy procedure. They keep this to themselves and go to the Manager with their concerns. This is not gossip as the employee has spoken to management before telling colleagues what they have heard and therefore prevented this becoming an unsubstantiated rumour.

If an employee shares private information about a child or a parent/carer this may be considered a safeguarding issue which may result in serious disciplinary action, potentially even dismissal.

Responsibilities on staff to combat gossip

Everyone is responsible for preventing instances of gossip occurring. Staff are expected to conduct themselves in such a way that serves to prevent gossip. This can be done by following the below guidance:

- do not speak about another person when they are not present unless it is to compliment or praise them or ask questions related to work.
- refuse to participate in conversations that are talking about colleagues/parents/carers/families in a detrimental and /or negative light.
- do not respond, or forward, an email containing derogatory information about any third party connected with the workplace, either in work or out of work.
- halt or leave a conversation which starts to gossip about others
- try to keep to your own business.

If you hear other members of staff gossiping, you are expected to report this to the Manager, from which further inquiries will be made.

Employees are expected to maintain these standards not just in the workplace, but also in any dealings outside of work.

Responsibilities on management to combat gossip

Supporting this Policy, management will ensure that this topic is covered at induction and also during Supervision.

It is the responsibility of management to be mindful of instances of gossip occurring and respond accordingly. If a manager does witness conversations that they feel serve to breach this policy, they may intervene, and further action may be taken.

Isolated incidents of gossip may result in an informal discussion being had with the staff concerned in order to remind them of this policy and inform them further action may be taken if they do not cease this behaviour.

However, action taken at this point will depend upon the situation and the seriousness of any potential implications.

More serious forms of gossip, or employees who are considered habitual gossipers, may be subject to further sanctions in line with the disciplinary policy.

Where the actions are determined to be a breach of safeguarding this may result in summary dismissal for gross misconduct.

If employees have any questions relating to this, they can speak in confidence to their Line Manager.

Computers, Electronic Tablets, Email, and Internet Policy

Introduction

IT and communications systems are of key importance to our business. These systems must be used appropriately. There is a significant risk of damage to our business and its reputation if you misuse them.

In this Policy, we set out the standards we require you to follow when using these systems and equipment. We also explain when we will monitor your usage, and for what purpose, and set out the sanctions for breaches of this Policy.

Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this, Policy.

This Policy applies to all employees and workers in our business and anyone who has access to our IT and communications systems. This may include contractors, agency workers, casual workers, interns, and volunteers.

Computers & Electronic Tablets

You are responsible for the security of any IT equipment issued by us to you. You must not let any of your IT equipment be used by anyone else.

You are responsible for the security of any electronic equipment you use. The screen should always be locked if the computer/tablet is left unattended.

You must shut down the computer at the end of each working day and ensure any tablets are secure. We often schedule updates overnight and it is important that your computer/tablet is shut down for these updates to take effect.

You must not remove or tamper with any software systems installed on Company electronics including computers and tablets. If you have an issue in relation to any software installed, then you should contact the Nursery Manager.

You should use unique passwords for each electronic device. They should ideally include a random string of capital and lowercase letters, symbols, and numbers. You should keep all passwords confidential and should not share them with anyone else (save as outlined below). You should change your passwords regularly.

You must provide us with details of all passwords on request and, in any event, on termination of employment.

You must report any loss or damage of IT equipment to the Nursery Manager.

Systems and data security

You must not download or install any software from external sources without the prior approval of the Nursery Manager.

You must not attach any devices (including USB sticks) to the Company computer or tablets.

We have a virus detection system installed on our computers. You must not tamper with it or disable it.

Email

The following rules should be adhered to when using email:

- You should avoid the use of slang, emojis and 'text speak' when sending work emails;
- Always consider the relevant recipients when sending an email – do not copy messages unnecessarily widely;
- You should not forward chain emails or send jokes;
- You should not forward emails from your work account to your private email address;
- Do not send emails which are or might be considered abusive, obscene, discriminatory, harassing or otherwise inappropriate in nature. If you receive such an email, then you should inform your Line Manager immediately. We have a zero-tolerance policy in relation to bullying and harassment in the workplace. Please see our Bullying & Harassment Policy for more details;
- Email correspondence is disclosable in legal proceedings. All messages should be treated as being potentially disclosable in a court of law;
- You must not use your personal email address for work purposes.

Internet

We provide internet access primarily for work purposes.

When using the internet, do not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, or immoral. As a general rule, if any person might be offended by the contents of a page or if the fact that our software has accessed a page might be a source of embarrassment or reputational damage, then viewing it will be regarded as a breach of this Policy.

You must not use our systems to post on chat rooms or social media sites unless you are doing so as part of your job and with the approval of the Nursery Manager.

Personal use of email and the internet

The Company provides email and internet access for work-related purposes. We acknowledge that some personal use will occur. However, excessive personal use of these resources during working hours may result in disciplinary action under our Disciplinary Policy.

The following guidance should be followed:

- Personal use should be minimal;
- Personal use should not interfere with your work commitments;
- Personal use must not commit the business to any costs;
- Personal use must always comply with our Bullying & Harassment, Equal Opportunities, Data Protection and Disciplinary Policies.

Social Networking and Personal Internet Presence Policy

Purpose and Scope

The purpose of this policy is to protect our employees, the reputation of employees, and the reputation of the business. Additionally, the policy aims to protect the children in our care and our parents from difficulties arising from staff usage of social networking and personal internet sites.

The Company recognises that such sites are increasingly useful, and enjoyable communication tools and acknowledges the right of staff to freedom of expression. We also recognise that such platforms are engaging and can support the setting in building its client base. Therefore, we need to protect such communications which reflect on our setting reputation.

Staff must be aware of the potential legal implications of material which could be considered abusive or defamatory.

Aims

This guidance applies to social networking sites, personal web pages, and personal space provided by internet providers and internet presence including sites such as Facebook, Instagram, Tik Tok, X etc. These platforms make available personal views to the general public.

This policy also concerns with messaging services, such as WhatsApp, Facebook Messenger, Snapchat, and other forms of direct/ private messaging.

It is important that employees including temporary workers, use their personal internet presence and social media in a way which does not adversely affect the Company's reputation. This includes its reputation as an employer, and as a business.

Process

Please do not make reference to your employment here on a personal internet site as outlined above, or if you intend to create such a site, you should not make reference to your Company or display photographs of the setting.

Your personal profile will only contain images of the children at the setting whose parents are known to you outside of work (i.e., your personal friends and relations).

To avoid a conflict of interest and the risk of bringing yourself and the Company into disrepute please do not ask parents of children in our care to become your 'friends' on social networking sites or messaging services, and do not confirm their invitation to become their friend on the same.

You can be friends on social media sites if you already have a personal relationship with the parent/carer. If you require further clarification on this point, please refer to the Nursery Manager.

You will remove any photographs from your site or that of others that are a cause for concern to the Company as soon as practicable after the Company brings this to your attention.

Do not bring the Company or fellow colleagues into disrepute (including sexual, illegal, or offensive content, or content alluding to this) by way of social media, messaging services, or personal internet presence.

- Do not use social media, message services or personal internet presence to attack or abuse colleagues, Nursery Managers, parents, or children;
- Bullying and harassment, including conduct through social media, messaging, or private groups that intentionally excludes, offends, intimidates or causes offence to others, will not be tolerated;
- Do not reveal information which is confidential information obtained in the course of your employment with the Company;
- Do not include or disclose contact details or photographs of fellow staff without their express permission;
- Do not 'add' fellow staff or managers in messenger groups without their express permission. For example, WhatsApp displays the contact numbers of individuals when they're added into a group. This may be liable to a breach in data protection;
- Do not breach copyright;
- Do not post libel or defamatory content;
- You must not use the name of the Company to promote any products or services, or political opinions.

Enforcement

Using social media, messenger services, and personal internet presence to refer to or notify business or personal contacts of an employee's new employer, may be seen as an attempt to solicit customers or poach staff. This may result in civil proceedings being brought against the individual.

The Company reserves the right to check the social media accounts of employees for monitoring purposes.

The Company reserves the right to take action under the Disciplinary Procedure, if necessary, where a breach of this procedure occurs. This may include a request for 'screenshots' which demonstrates the alleged breach.

Disciplinary and Capability Procedure

Purpose and Scope

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance, and job performance. The aim is to ensure consistent and fair treatment for all in the organisation.

Principles

Informal warnings will be used where appropriate to resolve problems.

No Disciplinary action will be taken until the case has been fully investigated.

At every stage in the formal procedure the employee will be made aware of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

Written notification of a formal disciplinary and capability hearing will be issued to an employee. This will state the nature of the complaint and advise the employee of the right of accompaniment by a work colleague or trade union representative.

We will usually arrange for a note-taker to attend formal disciplinary or capability hearings, or we may choose to record the hearing.

Please do not record the hearing without our consent, as this suggests that you do not trust our process or the managers who are conducting the hearing.

We may decide to deal with any covert recording under our Disciplinary Policy. If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. In turn, we will not record the hearing without your knowledge.

A range of potential sanctions are possible under our Disciplinary procedure. These include a warning or an extension of a warning, a change of duties, redeployment to another role (at the same or lower level – including as an alternative to dismissal, demotion with a reduction in salary), and dismissal.

An employee will have the right of appeal against any formal penalty imposed or action taken.

The Formal Disciplinary Procedure

Where conduct is unsatisfactory, but the matter is not serious misconduct, the employee will normally be given a first written warning about the conduct as the first stage of the disciplinary procedure.

A copy of the first written warning given by the Nursery Manager will be made and retained on the individual's personal file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory conduct.

The employee will be made aware that the first warning they are issued with is the first stage of the disciplinary procedure and what improvement in their conduct is needed. They will be given the right of appeal.

Where a first warning has been issued and no sustained improvement in conduct is made, or where the misconduct is serious enough the employee will be issued with a final written warning.

A copy of the final written warning will be placed on the individual's personal file and will be disregarded for disciplinary purposes after 1 year.

This will give details of the complaint, the conduct required, and the timescale. It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

The Formal Capability Procedure

Where performance does not meet acceptable standards the first stage will involve the employee being given a First Improvement notice.

The first improvement notice will set out the performance problem, the improvement required and any help or assistance to be given.

The individual will be advised that this constitutes the first stage of the capability procedure. The first improvement notice will be kept on file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory performance.

Where a first improvement notice has been issued and no sustained improvement in performance is achieved, or where the performance is so serious, the employee will be issued with a final improvement notice.

This will give details of the complaint, the improvement required, and the timescale.

It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

A copy of the final improvement notice will be placed on the individual's personal file and will be disregarded for capability purposes after 1 year, subject to the achievement of sustained and satisfactory performance.

If there is still a failure to improve, the final step may be dismissal or some action short of dismissal.

In some circumstances alternatives may be considered as an alternative to dismissal. This may include deployment to a different role, demotion on reduced pay and/or extending your final written warning period to allow further time to assess whether the necessary standards are being achieved and sustained.

Dismissal

If the employee is dismissed for performance or for repeated misconduct, the dismissal will be with notice.

Where gross misconduct has been committed, the employee may be summarily dismissed without notice.

The employee will receive written notification of the reason for dismissal and will be given the right of appeal.

Authority to dismiss is reserved for the Nursery Manager/Director of the Nursery.

Gross or Serious Misconduct

Acts which constitute gross misconduct, are listed below. It is to be emphasised that this list is not to be regarded as a complete or exhaustive one.

- Theft, fraud, and deliberate falsification of records;
- Serious breach of confidentiality;

- Failure to report a conviction that results in a DBS being obtained that would not be acceptable to the Company;
- Failure to reveal a barred status from working with children;
- Fighting, assault (physical or verbal) or threat of, on another person;
- Actions that could be construed as 'the grooming of' children;
- Serious bullying or harassment;
- Conviction for assault;
- Deliberate damage to the Company's, child's, parents, or colleague's property;
- Serious insubordination;
- Discrimination;
- Refusal to follow a reasonable management instruction;
- Serious breach of Positive Behaviour Policy;
- Serious breach of Safe Sleep Procedure;
- Serious Breach of Weaning and Mealtime Procedure;
- Misuse of the Company's property or name;
- Bringing the Company into serious disrepute;
- Sending out AI generated content unchecked;
- Being under the influence of alcohol or illegal drugs whilst on duty;
- Serious breach of medication policy;
- Serious negligence which causes or might cause unacceptable loss, damage, or injury;
- Serious breach of health and safety;
- Breach of Safeguarding;
- Failure to report Safeguarding concerns;
- Breach of Child Protection Policies;
- Failure to report Child Protection concerns;
- Serious breach of Mobile Phone Policy

In some circumstances it may be appropriate for the employee to be suspended on full pay, to enable a full investigation to be carried out.

Suspension will be kept as short as possible and will be on full pay.

If you are suspended for alleged child protection issue you should note that your suspension may take longer than usual as we are required to comply with the LADO which often means we are unable to interview witnesses or you, until such time as we are given permission to proceed.

Appeal

An employee has the right of appeal against the outcome of a disciplinary hearing. This appeal must be received in writing within 5 days of the outcome letter being received and must state the grounds of the appeal.

The appeal will be heard by a Senior Manager/Director or independent HR Consultant. Their decision will be final.

At an appeal, the disciplinary penalty imposed will be reviewed.

Grievance Procedure

Purpose and Scope

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to outline the procedure to be followed where an employee or group of employees wishes to raise a formal grievance with their Company.

The aim of this procedure is to deal with all grievances, fairly, consistently, and speedily.

Principles

Employees should aim to deal with most grievances informally with their Line Manager.

If a grievance cannot be settled informally, the employee should raise it formally with the Nursery Manager or a Director.

Employees have the right to be accompanied to a grievance hearing by a work colleague or union representative.

We will usually arrange for a note-taker to attend grievance hearings, or we may choose to record the hearing.

Please do not record the hearing without our consent, as this suggests that you do not trust our process or the managers who are conducting the hearing.

We may decide to deal with any covert recording under our Disciplinary procedure. If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. In turn, we will not record the hearing without your knowledge.

The Procedure

The first stage of the grievance procedure is for the employee to advise the Nursery Manager of the nature of their grievance in writing.

The Company will then arrange a grievance hearing as soon as possible where the employee will have the opportunity to discuss their grievance. The employee will have the right to be accompanied at this hearing by a work colleague or union representative.

The Company reserves the right to adjourn any grievance hearing where further investigation is required.

Following the grievance meeting the employee will be sent a letter of grievance outcome. Within this letter the employee will be advised of their right of appeal if they not satisfied with the decision.

If the employee wishes to appeal against the decision of the grievance hearing, they must appeal in writing within 5 days giving the grounds for the appeal.

The Company will arrange an appeal hearing to take place. The employee will have the right of accompaniment to the appeal hearing.

Following the appeal hearing the Nursery Manager or HR Consultant that heard the appeal will write to the employee and give their decision. Their decision will be final.

Malicious Grievances

Any employee found to have made a malicious grievance may be subject to disciplinary action.

Mediation

Following a grievance process, the Company may recommend mediation as a solution.

Maternity Procedure

Purpose and Scope

This Procedure applies to pregnant employees and new mothers.

Procedure

The following notice periods must be complied with in order to safeguard employment rights.

You must provide the Nursery Manager (in writing) with a letter setting out the following by the 15th week before the EWC (expected week of confinement) of the following:

- That you are pregnant;
- The Expected Week of Confinement (EWC) in the form of your MATB1;
- The date on which you wish to start your maternity leave.

You should provide the Nursery Manager with the MATB1 form issued to you by your midwife. Failure to provide the MATB1 can affect your eligibility to receive SMP.

Within 28 days the Company will respond to you in writing to confirm your date of return to work. You can change the date you wish to return to work by giving 8 weeks written notice to the Company.

Ante-Natal Care

You are entitled to paid time off to attend antenatal appointments during your working hours. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after your appointment wherever possible.

Statutory Maternity Leave

Statutory Maternity Leave is made up of Ordinary Maternity Leave and Additional Maternity Leave. You are entitled to 52 weeks statutory maternity leave and have the right to return to your old job.

The first 26 weeks of maternity leave is known as Ordinary Maternity Leave (OML).

These rights apply regardless of your length of service or the number of hours you work.

If you work full time, you have the right to return full time and the right to request to return part time. You do not have the right to return part time.

The Company will discuss any request to return part time with you and where possible will offer part time work. Requests should be made in writing and as much notice as possible should be given.

You can start ordinary maternity leave at any time from the 11th week prior to the expected week of confinement (EWC).

Additional Maternity Leave (AML)

Additional Maternity Leave (AML) is the second 26 weeks of maternity leave. Since 1st October 2008 mothers accrue contractual holiday entitlement during ordinary and additional maternity leave.

Returning to Work

If you take your full entitlement to maternity leave your return date will be the date previously notified to you in writing by the Company. If you wish to return early, you must give 8 weeks' notice in writing to the Company with your new return date.

Statutory Maternity Pay

To qualify for Statutory Maternity, Pay (SMP) you must have 26 weeks continuous service at the end of the 15th weeks before the EWC.

Rates for the flat rate of SMP change annually. You should contact the Nursery Manager if you are unsure as to the current rate of Statutory Maternity Pay.

The following will apply:

- 6 weeks at 90% of normal weekly earnings over a reference period of 8 weeks immediately before the calculation date;
- 33 weeks at the flat rate of SMP.
-

If you don't qualify for SMP you may qualify to receive Maternity Allowance from the Benefits Agency.

Sickness Absence during Pregnancy

If you are absent from work because of a pregnancy related illness or reason during the 4 weeks before your EWC your ordinary maternity leave begins on your first day of absence. If the pregnancy related absence begins before the fourth week prior to the EWC your ordinary maternity leave starts on the fourth week.

Working during Maternity Leave

Since 2007 employees who work for the Company during their maternity leave to facilitate training or keeping in touch will not lose any Statutory Maternity Pay.

The maximum number of days an employee receiving maternity pay can attend work is 10 days in the SMP period. For the purposes of the regulations any work carried out in a day counts as 1 day's work.

Keeping in touch days can only be worked with the express permission of the Company. Should the Company wish the employee to work a Keeping in Touch Day, contact will be made with the employee on leave, and they will be asked if they are able to attend.

Similarly, should an employee on maternity leave feel able to attend work for a Keeping in Touch Day, the employee should discuss this with the Nursery Manager.

Breastfeeding Policy

The Nursery is committed to creating an open and supportive culture for employees who are returning to work from maternity leave and are continuing to breast feed their child or are expressing breast milk during the day to give to their child later on.

You are encouraged to inform your line manager that you are breastfeeding or expressing before returning to work from maternity leave so that we can consider the request and prepare to help ease your return to work.

Risk assessment

Whilst you are breastfeeding, we have a duty to consider the working conditions and whether there is a risk to your health or the health of your baby. Your line manager will ensure that an updated risk assessment is carried out before your return to work and assess whether it is safe for you to perform your current role. If a risk is identified, we will do all that is reasonable to reduce the risk, including temporarily changing hours or conditions. If the risk cannot be avoided, then suitable alternative work with similar terms and conditions may be found.

Facilities

We will, where practicable, arrange for an unoccupied space, which will be clean and warm and with a comfortable chair. A lock or privacy sign for that room will be provided whilst breastfeeding, with access to an electrical socket for the breast pump. Handwashing facilities will be in this room or nearby. Under no circumstances will an employee be expected to use a toilet facility for this purpose. There will also be facilities available e.g. a refrigerator for storing of breast milk and a hygienic place to clean pumps and store sterilising equipment.

Breaks

Reasonable time will be allowed during working hours to breastfeed/express milk and rest. This in practice could mean agreeing an extended lunch and/or other breaks.

Paternity Leave Policy

Eligibility - Paternity leave following the birth of a child

You will be eligible for paternity leave and pay if you:

- are the father of the child or the spouse or partner of the mother (including same-sex partner);
- have or expect to have responsibility for the upbringing of the child if you are the father or expect to have the main responsibility for the upbringing of the child if you are the mother's spouse or partner but not the child's father;
- have given the correct notice;

Eligibility - Paternity leave following adoption

You will be eligible for paternity leave and pay on the adoption of a child if you:

- have or expect to have the main responsibility for the child's upbringing;
- are either married to or the partner of the child's adopter;
- have given the correct notice and complied with any requirements to produce evidence;

When can paternity leave be taken?

From April 2026, statutory paternity leave is a day-one right. There is no minimum length of service requirement to take paternity leave. The paternity leave can be taken at any time in the 52 weeks after the child's birth or after the placement of a child in adoption.

The length of paternity leave

You can choose to take either one week or two weeks' paternity leave (not occasional days or separate weeks) and you can choose to start your leave.

Where the leave is taken:

- from the date of the child's birth or adoption (whether this is earlier or later than expected) or
- on a chosen day after the date of the child's birth or adoption (whether this is earlier or later than expected) or
- (in the case of birth) from a chosen date which is later than the first day of the EWC or
- (in the case of adoption) on a predetermined date that is later than the date on which the child is expected to be placed with the adopter.

Paternity Pay

Provided that you have at least 26 weeks' continuous service by the end of the 15th week before the EWC or EPD (the Relevant Period), and that in the eight-week period prior to the 15th week before the EWC or EPD (the Relevant Period) your earnings were not less than the lower earnings limit set by the Government, you will be entitled to receive Statutory Paternity Pay (SPP) during Paternity Leave. SPP is paid at a weekly rate set by the Government each year or, if your average weekly earnings in the Relevant Period are lower weekly rate, then at 90% of your average weekly earnings in the Relevant Period.

Paternity leave following the birth of a child

You must let us know if you intend to take Paternity Leave by giving at least 28 days' notice in writing. You should tell us the start date of each week of leave to be taken, the EWC and confirm that you are taking the leave for the purpose of caring for a child or supporting the child's mother. You are able to provide two separate notices for each of your two weeks of leave. If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.

Paternity leave following stillbirth

You are able to take Paternity Leave in the event of a stillbirth after 24 weeks of pregnancy or if your child is born alive after 24 weeks of pregnancy but later dies.

Paternity leave following the adoption of a child

You must let us know if you intend to take Paternity Leave by giving at least 28 days' notice in writing. You should tell us the start date of each week of leave to be taken, the EDP and confirm that you are taking the leave for the purpose of caring for a child or supporting the child's mother. You are able to provide two separate notices for each of your two weeks of leave. If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.

Return to work after paternity leave

While you are on Paternity Leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you will have the right to the same job with the same terms and conditions as you had before your Paternity Leave began.

You have the right to return:

- with your seniority, pension rights and similar rights
- on terms and conditions not less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the Company because you took or sought to take paternity leave.

Parental Leave Policy (Unpaid Ordinary Parental Leave)

Purpose

Employees who are parents of children who are under 18 years of age are eligible to take unpaid parental leave.

Eligible employees have a right to take up to 18 weeks' unpaid parental leave per child for the purposes of caring for a child. The limit on how much parental leave each parent can take in any 12-month period is 4 weeks per child, unless the Company agrees otherwise.

The right to take parental leave applies in relation to each of the employee's children, including twins or other multiple births.

What amounts to “caring for a child” is construed widely and may include spending more time with the child or visiting other family members.

Parental leave must normally be taken in blocks of one week. Where the child is in receipt of Disability Living Allowance, parental leave may be taken in blocks of one day.

Eligibility

From April 2026, unpaid parental leave becomes a day-one right and is available from an employee’s first day of employment.

Any parental leave taken with a previous employer will count towards the statutory entitlement of 18 weeks’ unpaid parental leave per child.

Both parents of a child are eligible to take parental leave.

The Company reserves the right to request reasonable evidence to assess eligibility for parental leave, including:

- confirmation that the employee has, or expects to have, parental responsibility for the child;
- the child’s date of birth;
- the date of adoption placement (for adoptive parents);
- confirmation of the child’s entitlement to Disability Living Allowance, where leave is to be taken in blocks of one day rather than one week.

Procedure

An employee wishing to take parental leave must give the Company at least 21 days’ notice, stating the date on which the leave is to begin and end.

The Company may postpone a period of parental leave if it considers that the operation of the business would be unduly disrupted by the employee taking leave at that time. Any postponement will be confirmed within seven days of receiving the employee’s notice.

Where parental leave is postponed, the Company will:

- agree to allow the employee to take the same period of leave at a later date;
- consult with the employee about the new start date, which will be within six months of the date originally requested;
- confirm the postponement in writing, including the reasons for it and the revised dates on which the leave will start and end.

Details of parental leave taken may be passed to a future employer where requested, for the purposes of administering statutory entitlements.

Invitro-Fertility Treatment (IVF) Policy

Purpose

This policy is intended to clarify the support arrangements to employees who are undergoing IVF or other fertility treatment. The Company acknowledges the emotional pressures of undergoing IVF treatment and understands the potential anxiety and distress which individuals may suffer when going through such treatment. It is the Company's intention to support staff members when undergoing this procedure.

Supportive Management Action

When a Nursery Manager has been informed that a member of staff is undergoing or is likely to be undergoing IVF or other fertility treatment, they will ensure that the employee is supported and made aware of the provisions outlined in this policy.

The intention is that this policy will provide a consistent level of support to members of staff who are undergoing such treatments.

Confidentiality

The Company will maintain strictest confidentiality and will respect the dignity of the individual at all times during any treatment. The Company recognises its responsibilities under the Data Protection Act with regards to the processing of sensitive data.

Time off for IVF appointments

The Company operates a system of unpaid time off for medical appointments. The employee may request unpaid time off for medical appointments with regards to the IVF. Where possible the Company will try and accommodate those requests. The Company asks that as much notice as possible is given to enable the Company to find cover for the absent employee.

Implantation

The Company will treat the employee as pregnant from the date of implantation of the fertilized ova, the employee will therefore need to inform the Company of the date of implantation. A pregnancy risk assessment will be carried out ensuring the safety of the employee, also highlighting the Manual Handling Procedure.

Time off for Antenatal Appointments

From the point of implantation of the fertilised ova the employee is entitled to reasonable paid time off for antenatal appointments with a registered medical practitioner, registered midwife, or registered nurse. The Company reserves the right to ask to see the appointment card except for the first appointment. From here on the Company's Maternity Policy and Procedure can be followed.

Adoption Leave Policy

Introduction

This document sets out the Company's policy on adoption leave and pay for employees adopting a child. The Company implements the adoption rights set out in legislation.

The Company recognises that, from time to time, employees may have a question or concern relating to their adoption rights. In this respect, it is our policy to encourage open discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible.

The adoption regulations are complex and so you should clarify the relevant procedures with your Manager who will seek advice to ensure that they are followed correctly.

Entitlement to adoption leave

In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency.

If you are jointly adopting a child with your spouse or partner or civil partner, only one of you will be entitled to take adoption leave. You can choose which adopter will take adoption leave. The other adoptive parent will normally be entitled to take paternity leave, provided they meet the relevant eligibility criteria.

The right to adoption leave is not available to a stepparent who adopts their partner's child.

A foster parent may be eligible for adoption leave if they go on to adopt a child but only if the child that the employee fostered is then matched with them for adoption by an approved adoption agency (it does not include adoption via a court order), and the child is then actually placed with them for adoption.

In addition, where the date of placement of the child for adoption since 2015, dual approved prospective adopters in the 'fostering for adoption' scheme who have a child placed with them under section 22C of the Children Act 1989 with a view to them adopting that child are entitled to take adoption leave.

Where an employee is to become a parent through a surrogacy arrangement if the employee has applied for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 in respect of the child, or they are eligible for and intend to apply for such an order, or they have already obtained such an order, they will be entitled to take adoption leave in respect of that child.

An employee who intends to apply for an order may be required to provide statutory declarations as to eligibility to apply for a parental order and intention to apply for such an order. The other intended parent in the surrogacy arrangement may then be entitled to take paternity leave.

Notification of adoption leave

If you wish to take adoption leave, you must inform your Manager in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency. You must provide written details of the date on which you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start.

As evidence of your entitlement to adoption leave, you will also be required to provide a copy of the relevant matching certificate and adoption papers from the adoption agency.

You are permitted to bring forward your adoption leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave.

Adoption leave

Assuming you are eligible, you are able to take up to 26 weeks' ordinary adoption leave and up to 26 weeks' additional adoption leave, making a total of 52 weeks. This is regardless of the number of hours you work. Additional adoption leave begins on the day after ordinary adoption leave ends.

Adoption leave can start on the day the child is placed with you for adoption (whether this is earlier or later than expected) or on a date that is up to 14 days before the expected date of placement.

Ordinary adoption leave

During the period of ordinary adoption leave, your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a Company car or laptop and gym membership) will continue, contractual annual leave entitlement will continue to accrue and pension contributions will continue to be made. Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave (i.e., it will continue to make any Company contributions that it usually makes). You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary.

Salary will be replaced by statutory adoption pay (SAP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ordinary adoption leave. You are reminded that, as a general rule, holiday should normally be taken in the year that it is earned and therefore if the holiday year is due to end during adoption leave, you should try to take the full year's entitlement before starting your adoption leave.

Additional adoption leave

During the period of additional adoption leave, your contract of employment again continues in force and, as is the case during the period of ordinary adoption leave,

you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by SAP for the first 13 weeks of additional adoption leave if you are eligible to receive it. The remaining 13 weeks of additional adoption leave will be unpaid.

During the period of paid additional adoption leave (i.e., when you are still receiving SAP), your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave. You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary. However, unless the pension scheme rules or your contract of employment provide otherwise, the Company will not make contributions during any period of unpaid additional adoption leave. Subject to the pension scheme rules, you may make member contributions during this time.

Statutory adoption pay (SAP)

SAP is payable for up to 39 weeks during adoption leave. You are entitled to SAP if:

- You have been continuously employed by the Company for at least 26 weeks at the end of the matching for adoption week and you are still employed during that week;
- Your average weekly earnings in the eight weeks up to and including the matching week are not less than the lower earnings limit for National Insurance contributions;
- You give the Company at least 28 days' notice of the date from which you want payment of SAP to begin;
- You provide documentary evidence in the form of a matching certificate to show that you are adopting a child through an adoption agency (including your details, the name and address of the adoption agency, the date that the child is or was expected to be placed with you for adoption and the date that you were told by the adoption agency that you had been matched with the child).

For the first six weeks SAP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included. The standard rate of SAP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week if this is lower than the Government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and National Insurance deductions.

SAP is paid into your bank account in the same way as salary is normally paid.

SAP can start from any day of the week in accordance with the date you start your adoption leave.

SAP is payable whether or not you intend to return to work after your adoption leave.

It is important for adoption pay purposes that you notify your line manager if, during the adoption pay period, you are taken into legal custody or start to work for another Company.

Contact during adoption leave

Shortly before your adoption leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

Keeping in touch days

You may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional adoption leave without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work carried out on a day constitutes a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your adoption leave. Once the keeping in touch days have been used up, you will lose a week's SAP for any week in which you agree to work for the Company.

Returning to work

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave. You are expected to return on this date unless you notify the Company otherwise. If you are unable to attend work at the end of your adoption leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your adoption leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to

such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after adoption leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after your adoption leave has ended, the Company may require you to return to work for the remainder of your notice period.

Shared parental leave

Where the child is placed with you for adoption on or after 5 April 2015 and you give notice to end your adoption leave early and to formally opt into the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of adoption leave you have taken (a minimum of two weeks of adoption leave must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date of placement of the child for adoption and it must end no later than 12 months after the date of placement of the child for adoption. You can also apply to take discontinuous blocks of shared parental leave. If you wish to consider shared parental leave, further details can be obtained from your Manager.

Rights on and after return to work

On resuming work after ordinary adoption leave, you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent.

On resuming work after additional adoption leave, again you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent. If, however, it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

Adoptions from overseas

If you adopt a child from overseas, you may still be entitled to statutory adoption leave and pay. Special rules apply in these circumstances.

Time off to attend adoption appointments

Since 2015, if you have been notified by an approved UK adoption agency that a child is to be placed with you for adoption, you are entitled to take time off during working hours to attend by appointment at any place for the purpose of having contact with the child or for any other purpose connected with the adoption. The

appointment must have been arranged by or at the request of the adoption agency and must take place before the adoption placement date.

If you are a single adopter, you may attend up to five paid appointments. If you are a joint adopter, you may elect for one person (the primary adopter) to attend up to five paid appointments, while the other (the secondary adopter) may attend up to two unpaid appointments.

The maximum time off during working hours for each appointment is capped at 6.5 hours.

You may be asked by the Company to produce evidence showing the date and time of the appointment and that it has been arranged by or at the request of the adoption agency.

In addition, in the case of joint adopters, if you are the primary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the paid appointments and, if you are the secondary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the unpaid appointments. Please be aware that if you exercise the right to take paid time off to attend an adoption appointment, you cannot then elect to take paternity leave rather than adoption leave.

If more than one child is to be placed with you for adoption as part of the same arrangement, your entitlement to attend adoption appointments remains the same.

You should endeavour to give your line manager as much notice as possible of time off to attend adoption appointments and wherever possible try to arrange them as near to the start or end of the working day as you are able.

Neonatal Care Leave Policy

Introduction

We understand that having a child in neonatal care is an extremely stressful and challenging experience. We are committed to supporting you and doing what we can to help ensure that you are able to be by your child's side during this difficult time.

Scope

In this policy, neonatal care means:

- medical care that your child receives in a hospital;
- medical care that your child receives in any other place providing:
 - your child was previously admitted to a hospital as an inpatient and needs continuing care after leaving the hospital;
 - the care is under the direction of a consultant; and
 - the care involves ongoing monitoring and visits from healthcare professionals arranged by the hospital where your child was an inpatient; or
- palliative or end-of-life care.

Entitlement to neonatal care leave

Whatever your length of service, you have a statutory right to take neonatal care leave if at the date of the child's birth:

- you are the child's parent and have responsibility for the upbringing of the child; or
- you are the partner of the child's mother and have main responsibility for the upbringing of the child (apart from the mother).

Additionally, the following conditions must be satisfied:

- your child was born on or after 6 April 2025;
- your child started receiving neonatal care within 28 days after the date on which they were born (the 28 days are counted from the day after the child is born);
- the neonatal care has lasted seven days or longer without interruption (the seven days are counted from the day after the neonatal care started);
- you are taking the leave to care for your baby; and
- you have complied with the relevant notice requirements set out in this policy.

Amount of neonatal care leave you can take

The amount of neonatal care leave that you can take is one week for every week your child has spent in neonatal care without interruption. A week is defined as a period of seven days starting from the day after the neonatal care began.

The maximum number of weeks that you can take as neonatal care leave is capped at 12 weeks.

Any neonatal care leave must be taken in blocks of at least one week.

Timing of neonatal care leave

You can start your leave on any day after your child has received seven days of uninterrupted neonatal care.

The seven days are counted from the day after the neonatal care started. For example, if your child's started receiving neonatal care on 7 April, the seven-day count begins on 8 April. This means that you can start your neonatal care leave on any day from 15 April.

Any neonatal care leave must end within 68 weeks of your child's date of birth. The right to neonatal care leave is in addition to any other statutory leave that you may be entitled to.

How neonatal care leave may be taken

Neonatal care leave is available to take in two tiers:

- Tier 1: If neonatal care leave is taken while your baby is receiving care (and up to 7 days after your child is discharged) it is classified as a tier 1. You can take tier 1 leave in non-continuous blocks of at least one week at a time.

- Tier 2: All other leave falls within tier 2 and must be taken in one continuous block within 68 weeks after your child's date of birth.

Notice to take neonatal care leave

Notice during the tier 1 period

For each week of neonatal care leave that you wish to take in tier 1, you should notify your Manager by telephone or email, preferably before your first day of absence in that week. However, we understand that this is likely to be a challenging time for you, so please give notice as soon as is reasonably practicable for you to do so.

Notice during the tier 2 period

If you wish to take neonatal care leave in the tier 2, you will need to give notice in writing of your intention and entitlement to take neonatal care leave.

If you are taking a single week of neonatal care leave, you should provide at least 15 days' notice.

If you are taking two or more consecutive weeks of neonatal care leave, you should provide at least 28 days' notice.

Changing your neonatal care leave plans

If you have submitted a notice of intention and entitlement to take neonatal care leave during the tier 2 period but wish to cancel your leave, you must inform your Manager.

If you intended to take a single week of neonatal care leave, you must submit notice at least 15 days before the first date that you had chosen for your leave to start.

If you intended to take two or more consecutive weeks, you must submit notice at least 28 days before the first date that you had chosen for your leave to start.

Late notice

We understand that having a child in neonatal care is an incredibly difficult time for parents. Please be assured that if it is not possible for you to meet the timeframes for giving or withdrawing notice as set out in this policy, we will accept later notice than this and, in some cases, we may waive the requirement for you to give notice altogether.

Other statutory leave

You are entitled to take neonatal care leave in addition to any other statutory leave that you may be entitled to.

If you have already started a period of statutory leave, but subsequently become eligible for neonatal care leave, you can take your neonatal care leave after completing the other statutory leave, provided that your neonatal care leave is taken within 68 weeks of your child's birth date.

If you have already started a period of neonatal care leave during the tier 1 period but need to begin another type of statutory leave, your neonatal care leave will be temporarily paused immediately before the other statutory leave begins.

You cannot take neonatal care leave in the tier 2 period if, at the time of giving notice, you are aware that the leave will overlap with another type of statutory leave.

Statutory Neonatal care pay

The rate of statutory neonatal care pay is set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

You will qualify for statutory neonatal care pay if:

- you are entitled to take neonatal care leave;
- you have at least 26 weeks' continuous employment with us at the end of the relevant week;
- you remain in continuous employment from the end of the relevant week (or from the child's birth if they were born before the relevant week);
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions;
- you have complied with the relevant notice and evidential requirements; and
- you have confirmed when you wish to start receiving statutory neonatal care pay.

Changes affecting your entitlement to neonatal care leave and pay

You must keep your Manager informed about the date that your child's neonatal care ends as soon as reasonably practicable after the care has ended.

If you suffer a bereavement

Employees who have accrued entitlement to neonatal care leave can still take the neonatal care leave that they have accrued if their child passes away.

Employees may also be entitled to parental bereavement leave in these circumstances, under our Parental Bereavement Leave policy.

Parental Bereavement Leave Policy

Introduction

The Parental Bereavement (Leave and Pay) Act 2018 provides for up to two weeks' leave for employees following the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy.

Parental Bereavement Leave is available from day one of employment to parents and individuals with parental responsibility for the child, including biological parents, adoptive parents, intended parents through surrogacy arrangements, and others who have formal parental responsibility.

Entitlement to Parental Bereavement Leave

All eligible employees are entitled to take Parental Bereavement Leave. Employees with at least 26 weeks' continuous service and average weekly

earnings above the statutory threshold will be entitled to Statutory Parental Bereavement Pay. Employees who do not meet the qualifying criteria for pay will still be entitled to unpaid Parental Bereavement Leave.

Notification of Leave

Leave may be taken either immediately following the death of a child, in which case no notice is required, or at any point within 56 weeks of the death. Where leave is taken later, at least one week's notice must be given.

Statutory Parental Bereavement Pay

Statutory Parental Bereavement Pay is paid at the statutory rate, in line with other statutory family-related payments, and is reviewed annually in April. For further information on the applicable rate of pay, employees should contact their Manager.

Paternity Bereavement Leave

The Paternity Leave (Bereavement) Act 2024 provides enhanced flexibility to existing paternity leave rights where a child's mother or primary adopter dies during childbirth or within the first year following birth or adoption. Eligible employees are entitled to take up to two weeks' paternity leave in these circumstances, with no minimum service requirement for leave entitlement. Statutory Paternity Pay will be payable where the employee meets the usual qualifying conditions. This leave may be taken at any point within the first year and alongside other statutory leave entitlements, subject to applicable regulations.

Carers Leave Policy

Introduction

We recognise that employees who have caring responsibilities may need our support to help them combine these responsibilities with work. We have adopted this policy to demonstrate our support for employees who are carers, and to set out what support is available.

We aim to give carers the same recruitment and career opportunities as everyone else and will provide them with as much support as possible to achieve this.

Definition of carers

When defining carers, we aim to strike a balance between recognising the special circumstances of caring and not classifying carers as a rigid or separate group.

We define carers as employees with significant caring responsibilities that have a substantial impact on their working life. The activities that carers undertake for a dependent are wide ranging, including:

- help with personal care;
- help with mobility;
- managing medication;
- practical household tasks;
- emotional support; and
- help with financial matters or administration.

Carers' circumstances

Carers' needs are different from the needs of employees with routine childcare responsibilities, and the circumstances and milestones of caring are different from those of routine childcare.

Caring can be unpredictable and emotionally upsetting. An employee may acquire caring responsibilities overnight, for example where their parent has a stroke, or caring responsibilities may develop over time, for example where the employee's partner has a debilitating long-term health condition. With routine childcare, the child's journey is more predictable as they grow older, go to school, and become more independent. The milestones of caring may go in the opposite direction, for example an elderly parent may become frailer and more dependent over time, and a disabled child may continue to have significant support needs when they become an adult.

Eligibility

You will be eligible to request to take unpaid carers leave if you have a dependent who has one of the following and requires your support.

- A long-term care need: defined as an illness or injury that requires/is likely to require care for more than 3 months.
- A disability under the Equality Act 2010; or
- Issues relating to old age.

If you are eligible for carers leave you will be entitled to 5 days unpaid leave within a 12-month rolling period. This must be taken in a minimum of half a working day at a time.

Definition of Dependent

A dependent is defined as one of the following:

- Child;
- Parent;
- Spouse;
- Civil partner;
- Someone else who is regarded as part of the family and lives in the same house as you (not including tenants, boarders, lodgers, or employees);
- Anyone else who is reliant on you in an emergency situation;

Identification and disclosure

You are not required to disclose to your line manager that you are caring for someone but are encouraged to do so. This will help us provide appropriate support to you. Line managers will respect the confidentiality of any information provided to them in this regard.

When you disclose to your line manager that you are a carer, we will process any personal data collected in accordance with our data protection policy. Data collected from the point at which an employee informs us of their caring responsibilities is held securely and accessed by, and disclosed to, individuals only for the purposes of supporting the employee in their caring responsibilities (for example when dealing with requests for flexible working).

Procedure

If you are eligible and need to request carers leave you will need to complete the carers leave form and submit this to your line manager.

When requesting carers leave you must provide us with notice that is either twice the length of time being requested or three days whichever is longer.

Example 1-

Storm wants to request ½ a day's carers leave so would need to provide her manager with 3 calendar days' notice.

Example 2-

Autumn wants to request 3 days carers leave so would need to provide her manager with 6 calendar days' notice.

Once submitted we will review your request and try our best to authorise this although we do have the right to postpone your request if we reasonably believe the approval would cause unwarranted disruption to the operation of the business. If your request is postponed, we will provide a written counteroffer within seven days of your request, explaining the reasons for the postponement and revised dates. You will be entitled to take the leave within a month of the original request as long as you are eligible to do so.

Menopause Policy

Introduction

This policy sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

The menopause is a natural event in most women's lives during which they stop having periods and experience hormonal changes such as a decrease in oestrogen levels. It usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each woman's experience will differ, and menopausal symptoms can occasionally begin before the age of 40. Perimenopause, or menopause transition, begins several years before menopause. Women may start to experience menopausal symptoms during the final two years of perimenopause.

While symptoms vary greatly, they commonly include:

- hot flushes;
- night sweats;
- anxiety;
- dizziness;
- fatigue;
- memory loss;
- depression;
- headaches;
- recurrent urinary tract infections;
- joint stiffness, aches, and pains;
- reduced concentration; and
- heavy periods.

Each of these symptoms can affect an employee's comfort and performance at work. The Nursery has a duty to provide a safe working environment for all employees and therefore commits to ensuring that adjustments and additional support are available to those experiencing menopausal symptoms.

Available support

The Nursery aims to facilitate an open and understanding working environment. Employees are encouraged to inform their line manager that they are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help line managers to determine the most appropriate course of action to support an employee's individual needs. Employees who do not wish to discuss the issue with their direct line manager may find it helpful to have an initial discussion with a trusted colleague or another manager instead. They can then support you in raising the issue.

A variety of initiatives such as our employee assistance programme and mental health first-aid programme are also on offer. Further details of these are set out in the handbook and in the folder located in the staff room and is covered during induction.

The Nursery signposts external sources of help and support for employees and managers, including information from:

- [Menopause Matters](https://www.menopausematters.co.uk) (<https://www.menopausematters.co.uk>), which provides information about the menopause, menopausal symptoms, and treatment options;
- the [Daisy Network Charity](https://www.daisynetwork.org) (<https://www.daisynetwork.org>), which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the [Menopause Café](https://www.menopausecafe.net) (<https://www.menopausecafe.net>), which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

Reasonable adjustments

Temperature control

The Nursery strives to achieve a comfortable working temperature for employees. The Nursery will allow flexibility within its dress code where reasonable.

Flexible working

The Nursery recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- a change to the pattern of hours worked;
- permission to perform work from home (where appropriate for the role);
- a reduction in working hours; or
- more frequent breaks.

Employees should discuss such requests with their line manager. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

Flexible Working Policy

Introduction

Eligible employees have the legal right to submit a formal request for flexible working and the Company will deal with such requests reasonably. The Company acknowledges the importance for employees in achieving a balance between work and personal commitments and will endeavour to grant requests where possible.

The Company will place restrictions on the operation of flexible working if it deems it necessary for the proper conduct of its business and in accordance with the permitted statutory grounds for refusal. The Company reserves the right not to agree to the request where one or more of these criteria indicate that, in the current circumstances, the job can only be carried out effectively under current arrangements.

The statutory procedure requires that requests for flexible working (including any appeal process) are dealt with within two months of the written application, although this timescale may be extended by agreement. Where possible the Company will ensure that decisions are made well within this timescale.

This policy does not form part of any employee's contract of employment, and the Company may amend it at any time.

Eligibility

In order to be eligible to request flexible working you must:

- be an employee (not an agency worker or office holder);
- have not made more than two requests within a 12-month period.

Scope of a request

If you are an eligible employee, you have a legal right to request:

- a change to your hours of work;
- a change to the times you are required to work;
- a change to your place of work.

Any change to your terms and conditions made as a result of a flexible working request will be permanent unless we agree to a temporary variation.

Content of your request

Flexible working can incorporate a number of changes to working arrangements such as a reduction or variation in your working hours, reducing the number of days you work each week and/or working from a different location.

You may therefore request a variation of your employment contract in respect of, for example:

- the hours you are required to work;
- the times when you are required to work;
- part-time working;
- job-sharing;
- working term-time only;
- working shifts;
- where you are required to work (as between your home and places of business of the Company).

You have the right to have the request dealt with reasonably, but this does not give you a right to a contract variation.

Procedure

If you decide to make a flexible working request, you must follow this procedure. However, before making an application you should think about:

- what working pattern will help you best achieve your aims;
- the financial implications a change might have on you.

Your application must be submitted to the Line Manager and must:

- be made in writing and dated;
- state whether any previous applications have been made by you to the Company and, if so, when i.e. within the last 12 months;
- specify the change applied for and the date on which it is proposed that the change should become effective;

The Company may agree to the formal request without discussing it with you (for example, if the details of your request have already been discussed informally). In most cases the Company will arrange to meet with you promptly after receiving the application.

Meeting

A work colleague may accompany you at the meeting. That employee will be permitted to confer with you during the meeting and to address the meeting (but not to answer questions on your behalf).

If your chosen companion will not be available at the time proposed for the meeting and you propose an alternative, mutually convenient time, the Line Manager will postpone the meeting to the time proposed by you. Alternatively, you should consider choosing another companion.

At the meeting, the requested variation to your working arrangements will be discussed fully. The meeting also provides the opportunity to discuss any alternative variations which would be acceptable. The Line Manager may suggest implementing an agreed trial period for the new arrangements.

Consideration

After the meeting, full consideration will be given to your request taking into account all factors previously discussed. Where possible the Company will try to accommodate requests or provide alternative options. The outcome will then be communicated to you in writing.

Agreement

If the Company agrees to the application, you will receive written confirmation which will specify the contractual variation agreed to and state the date on which the variation is to take effect.

Once the Company has agreed to the changes requested in your application, a permanent variation of your contract will result, unless the Line Manager agrees otherwise. Once a change has been made, you cannot revert to the previous terms and conditions of your employment.

You may make one further application for variation (whether your first application was successful or not) in a 12-month period.

Refusal

The Company will only deny a request where an essential operational need exists. If a request cannot be granted in full alternative options will be proposed where available.

If your request is refused, you will be informed in writing which will identify the grounds (listed below) in which the application was refused on. The letter will also provide an explanation as to why those grounds apply and set out the appeal procedure.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change;
- any other ground allowed by regulations.

In deciding whether the above grounds are met, a wide range of criteria will be taken into account, including (by way of example only) the following:

- the Company's business needs;
- the suitability of the job for the flexible arrangements proposed, e.g. the nature of the work, the hours needed and the need for continuity and consistency;

- the current balance of full-time and part-time employees and other flexible working arrangements within the department or team;
- the feasibility of covering the remaining hours.

Withdrawal of application

The Company can treat an application as withdrawn under the statutory provisions where you have:

- notified your Line Manager, orally or in writing, that the application is withdrawn;
- without reasonable cause, failed more than once to attend a meeting or appeal meeting;
- without reasonable cause, refused to provide the Line Manager with information required in order to assess whether the contract variation should be agreed to.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. You can make a total of two requests in any 12-month period.

Appeal

It is the Company's policy to allow an appeal against a decision to refuse an application for flexible working.

If you wish to appeal, you should do so within seven days after the date on which you were notified of the decision. The notice of appeal must be addressed to the Line Manager in writing, setting out the grounds for appeal.

A Senior Manager/Director will hold a meeting with you to discuss the appeal. The time and place of an appeal meeting will be convenient to both you and the Company. You have the same right to be accompanied by a work colleague as at the initial meeting.

After the appeal meeting, the person that heard your appeal will write to you with a decision.

If the Company upholds the appeal the letter will specify the contract variation agreed to and state, the date on which it is to take effect. If the Company dismisses the appeal, the letter will state the grounds for the decision and contains an explanation as to why those grounds apply.



Confidential **Sexual Harassment** **Reporting Line**

To anonymously report sexual harassment in your workplace call:

03301 221 555

You can leave a message 24/7 by just identifying your workplace. Your employer will not receive your message, nor will the system record your number.

Our team of HR Consultants will raise the complaint with your employer.

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