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# ABC NURSERY

## EMPLOYEE HANDBOOK

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# ABC NURSERY

## INTRODUCTION

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

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

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

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

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

Diane Tucker

**Owner/Proprietor**

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## **JOINING OUR ORGANISATION**

### **A) DISCLOSURE AND BARRING CERTIFICATE(S)**

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

### **B) CONVICTIONS AND OFFENCES**

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

### **C) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

1. As an organisation using the Disclosure and Barring Service and/or Disclosure Scotland to help assess the suitability of applicants for positions of trust, we comply fully with the Disclosure and Barring Service/Disclosure Scotland Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.
2. Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
3. Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.
4. Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the Disclosure and Barring Service/Disclosure Scotland will be consulted and full consideration will be given to the data protection and human rights of the individual.
5. Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

### **D) PROBATIONARY PERIOD**

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

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**E) JOB DESCRIPTION**

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

**F) JOB FLEXIBILITY**

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

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## **WAGES AND SALARIES, ETC.**

### **A) ADMINISTRATION**

#### 1. Payment

- a. All staff are paid on a four weekly basis as per the Payroll Calendar.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the Owner/Proprietor.

#### 2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### 3. Income Tax and National Insurance

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

### **B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **C) SHORTAGE OF WORK**

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

### **D) STAKEHOLDER PENSIONS**

If you wish to join a stakeholder pension, we will make the necessary arrangements. Please contact the Owner/Proprietor for further details.

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## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
3. You must complete the holiday request form and have it signed by the Owner/Proprietor before you make any firm holiday arrangements.
4. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and ratios being met and appropriate staffing levels are maintained throughout the year.
5. You should give at least one month's notice of your intention to take holidays and one week's notice is required for odd single days.
6. You may not normally take more than two working weeks consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

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## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 7.30 am. Other than in exceptional circumstances notification should be made personally, to the Owner/Proprietor. You should try to give some indication of your expected return date and notify Owner/Proprietor as soon as possible if this date changes. By 5.30 pm. each evening you will need to update us further.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

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

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

### **D) RETURN TO WORK**

1. You should notify the Owner/Proprietor as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

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

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

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

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

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**SICKNESS SELF-CERTIFICATION ABSENCE**

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>			
<b>Dates of sickness (Including non-working days)</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Dates of absence</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Details of sickness or injury</b>			
<p>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</p>			
<b>Declaration</b>			
<p>I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.</p>			
<p>I acknowledge that false information will result in disciplinary action.</p>			
<p>I hereby give my employer permission to verify the above information.</p>			
<b>Signed</b> _____		<b>Acknowledged</b> _____	
<b>(employee)</b>		<b>(for employer)</b>	
<b>Date</b> _____			

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## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

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

### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
  - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
  - c. has not been made public by, or with our authority,shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
3. In particular, you are required to comply with all of the nursery's policies and procedures on confidentiality of information and data protection relating to service users.

### **C) STATEMENTS TO PARENTS/CARERS AND RELATIVES**

Statements or opinions relating to service users physical or mental well-being will be given only by approved qualified staff.

### **D) OTHER POLICIES AND PROCEDURES**

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

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**E) DATA PROTECTION ACT 1998**

The above act was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

We are not obliged to supply this information unless you make a written request and for such requests, a fee will be payable.

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## **PERSONAL BLOGS AND WEBSITES POLICY**

This part of the policy and procedures in it apply to content that you publish on the internet (e.g. your contributions to blogs, message boards and social networking or content-sharing sites) even if created, updated, modified or contributed to outside of working hours or when using personal IT systems.

The Nursery recognise that in your own private time you may wish to publish content on the Internet. For the avoidance of doubt, such activities are expressly prohibited during work time or using The Nursery's systems.

If you post any content to the internet, written, vocal or visual, which identifies, or could identify, you as a member of The Nursery staff and/or you discuss your work or anything related to The Nursery or its business, customers or staff, The Nursery expects you, at all times, to conduct yourself appropriately and in a manner which is consistent with your contract of employment and with The Nursery's policies and procedures. It should be noted that simply revealing your name or a visual image of yourself could be sufficient to identify you as an individual who works for The Nursery.

If you already have a personal blog or website which indicates in any way that you work for The Nursery you should report this to the Owner/Proprietor.

If you intend to create a personal blog or website that will say that you work for The Nursery, or in any way could identify you as someone who works for The Nursery then you should report this to the Owner/Proprietor.

If a blog posting clearly identifies that you work for The Nursery and you express any idea or opinion then you should add a disclaimer such as "these are my own personal views and not those of The Nursery".

If you fail to adhere to the required actions stated in this policy you may be subject to formal disciplinary action.

The following matters will be treated as gross misconduct capable of resulting in summary dismissal (this list is not exhaustive):

- Revealing confidential information about The Nursery in a personal online posting. This might include revealing information relating to The Nursery's clients, business plans, policies, staff, financial information or internal discussions. Consult your manager if you are unclear about what might be confidential.
- Criticising or embarrassing The Nursery, its clients or its staff in a public forum (including any website). You should respect the corporate reputation of The Nursery and the privacy and feelings of others at all times. If you have a genuine complaint to make about a colleague or workplace matter the correct procedure is to raise a grievance using The Nursery's grievance procedure.
- Accessing or updating a personal blog or website from The Nursery's computers or during work time.

If you think that something on a blog or a website could give rise to a conflict of interest and in particular concerns issues of impartiality or confidentiality required by your role then this must be discussed with your Operations Manager or Director.

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## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-
  - a. handle machines, equipment and stock with care;
  - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip;
  - c. ask for other work if your job has come to a standstill; and
  - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
  - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you are liable to come into contact with service users and members of the public, it is important that you present a smart image with regard to appearance and standards of dress. Where work wear are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where work wear are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Personal hygiene is extremely important and which will includes body/nail and hair cleanness.

### **C) HOUSEKEEPING**

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

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## HEALTH, SAFETY, WELFARE AND HYGIENE

### **A) SAFETY**

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

### **B) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-  
(these are examples only and not an exhaustive list)

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work);
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.); and
- d. **NO ALCOHOL OR DRUGS ARE PERMITTED AT ANY TIME ON OR OUTSIDE OUR PREMISES.**

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

### **D) HYGIENE**

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

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**E) HYGIENE FOR FOOD HANDLERS**

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Head coverings and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than wedding rings.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
8. You must report to The Owner/Proprietor before commencing work.
9. **SMOKING** – As this is a Nursery Environment, smoking within or outside the premises is strictly prohibited whilst wearing of your uniform. (Your uniform will need to be covered).

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## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### A) CHANGES IN PERSONAL DETAILS

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

### B) OTHER EMPLOYMENT

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

### C) TIME OFF

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

### D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Owner/Proprietor at an early stage so that your entitlements and obligations can be explained to you.

### E) PARENTAL LEAVE

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

### F) TIME OFF FOR DEPENDANTS

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

### G) BEREAVEMENT LEAVE

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

### H) EMPLOYEES' PROPERTY AND LOST PROPERTY

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

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**I) PARKING**

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

**J) MAIL**

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

**K) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Owner/Proprietor. Personal mobile phones should be switched to silent mode during working hours. No texting or use of your mobile phone is allowed.

**L) TRAINING**

Ongoing Training is provided as per a development plan.

**M) TRAINING AGREEMENT**

The nursery has a policy of encouraging its employees to undertake training in order to further their career within the organisation. This will include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the nursery will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

**N) REFRESHMENT FACILITIES**

We provide refreshment making facilities, however no food will be provided or taken by any member of staff.

**O) PERSONAL RELATIONSHIPS**

We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and clients. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise the Owner/Proprietor.

Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.

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## **WHISTLE-BLOWERS**

### **A) INTRODUCTION**

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

### **B) QUALIFYING DISCLOSURES**

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

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

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

3) We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has been invoked for malicious reasons or in pursuit of a personal grudge, then you will be liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

### **C) THE PROCEDURE**

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

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

### **D) TREATMENT BY OTHERS**

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

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## **CAPABILITY PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

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

### **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

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

### **D) SHORT SERVICE STAFF**

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

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## **DISCIPLINARY PROCEDURES**

### **A) INTRODUCTION**

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

### **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

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**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list)

1. You will be liable to disciplinary action if you are found to have acted in any of the following ways:-
  - a. failure to abide by the general health and safety rules and procedures;
  - b. smoking in designated non smoking areas;
  - c. consumption of alcohol on the premises;
  - d. persistent absenteeism and/or lateness;
  - e. unsatisfactory standards or output of work;
  - f. rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
  - g. failure to devote the whole of your time, attention and abilities to the nursery and its affairs during your normal working hours;
  - h. failure to carry out all reasonable instructions or follow our rules and procedures;
  - i. unauthorised use or negligent damage or loss of our property;
  - j. failure to report immediately any damage to property or premises caused by you;
  - k. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
  - l. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
  - m. loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
  - n. failure to abide by the Code of Conduct and Practice issued by OFSTED.

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## **D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation; you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## **E) RULES COVERING GROSS MISCONDUCT**

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

- a. theft or fraud;
  - b. physical violence or bullying;
  - c. deliberate damage to property;
  - d. deliberate acts of unlawful discrimination or harassment;
  - e. possession, or being under the influence, of illegal drugs at work;
  - f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person;
  - g. maltreatment of service users;
  - h. failure to report an incident of abuse, or suspected abuse of a service user;
  - i. abandoning duty without notification or sleeping on duty;
  - j. acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);
  - k. failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;
  - l. wilful misrepresentation at the time of appointment including:
    1. Previous positions held
    2. Qualifications held
    3. Falsification of date of birth
    4. Declaration of health
    5. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;
  - m. wilful misrepresentation at any time during employment in connection with qualifications held;
  - n. deliberate disclosure of privileged confidential information to unauthorised people;
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- o. negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;
  - p. working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
  - q. any act or omission constituting serious or gross negligence/or dereliction of duty; and
  - r. serious failure to abide by the Code of Conduct and Practice issued by OFSTED.

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

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**F) DISCIPLINARY PROCEDURE**

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

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATIS-FACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
*****				
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
*****				
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
*****				
<b>GROSS MISCONDUCT</b>	Dismissal			
*****				

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

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**G) DISCIPLINARY AUTHORITY**

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

Formal verbal warning	Senior Management
Written warning	Senior Management
Final written warning	Senior Management
Dismissal	Senior Management

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

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

2. Written warning

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

3. Final written warning

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

**I) GENERAL NOTES**

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

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## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
5. You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.
6. We reserve the right to allow third parties to chair any formal meetings.

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## **GRIEVANCE PROCEDURE**

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

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## PERSONAL HARASSMENT POLICY AND PROCEDURE

### A) INTRODUCTION

1. Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
2. Personal harassment takes many forms but whatever form it takes, personal harassment is always serious and is totally unacceptable.

### B) POLICY

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

### C) COMPLAINING ABOUT PERSONAL HARASSMENT

1. Informal complaint

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

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Proprietor as a formal written complaint.

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

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

### D) GENERAL NOTES

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.
3. We reserve the right to allow third parties to chair any formal meetings.

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## **EQUAL OPPORTUNITIES POLICY**

### **A) STATEMENT OF POLICY**

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

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
  2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
  3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
  4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
  5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
  6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
  7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
  8. Short listing and interviewing will be carried out by more than one person where possible.
  9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
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10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

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

**C) TRAINING AND PROMOTION**

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

2. All promotion will be in line with this policy.

**D) MONITORING**

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

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

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

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## **TERMINATION OF EMPLOYMENT**

### **A) RETURN OF OUR PROPERTY**

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

### **B) RESIGNATIONS**

All resignations by employees must be supplied in writing, stating your reason for resignation.