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

This Employee Handbook is designed to introduce you to our organisation and to be of continuing use during your employment with Docklands Day Nursery Ltd.

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 during your employment or in your dealings with our clients, suppliers, and 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.

# 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 us. If 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 us any convictions or offences with which you are charged, including traffic offences. (You are also required to disclose and or inform us of any criminal conviction of any member of your family ie guilty by association requirement)

# 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 (DBS) to help assess the suitability of applicants for positions of trust, we comply fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with its obligations under the Data Protection Act.

We maintain a record of all those to whom disclosures and disclosure information had been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

1. 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.
2. 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 DBS will be consulted, and full consideration will be given to the data protection and human rights of the individual.
3. 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 by another 3 months probationary period. 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, either within the first phase of 3 months or the second phase of it.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

# A) ADMINISTRATION

1. Payment

1. For all staff, salaries are paid on the last day of the calendar month, from the 26th of previous month to the 25th of the present month. DDN does not pay overtime except it is unavoidable; time is usually given back in lieu of payment.
2. 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.
3. Please note that your salary and condition of service is personal and confidential, hence it should not be discussed with other staff members.

c. Any pay queries that you may have should be raised with the Directors.

1. 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. But is solely on the discretion of the Directors

1. 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 work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you are hourly paid and you sign in more than four minutes late (e.g. at 7.55 am) you will lose 15 minutes pay. If you sign in more than 19 minutes late (e.g. at 9.20 am) you will lose 30 minutes pay and so on.
4. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
5. Lateness or unauthorised absence may result in disciplinary action and/or loss of appropriate payment.

# C) SIGNING IN & OUT

Where a system for signing in/out exists, when you arrive for work, training, meeting, etc you must immediately sign in the time you entered the premises. You must do this personally. This acts a roll call in the event of an evacuation. Wage details are taken from these records and therefore you must remember to sign in on arrival and to sign out when you leave; kindly desist from signing with a pencil. Failing to do so or falsifying records is a disciplinary offence that may result in summary dismissal; incorrect or delayed payment of wages.

# D) 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.

# E) STAKEHOLDER PENSIONS

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

**HOLIDAY ENTITLEMENT AND CONDITIONS**

# A) ANNUAL HOLIDAYS

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Statement of Particulars)
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 a Director before you make any firm holiday arrangements. In the event of a holiday request being refused, we will not be responsible for the cost of cancelling or rearranging any travel arrangements made before the request was submitted.
4. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year. Due to peak workflow at that time, holiday applications will not normally be granted during school terms, staff members are encouraged to book their holidays during half term or school holidays.
5. You should give at least four weeks’ notice of your intention to take holidays.
6. You may not normally take more than two working weeks consecutively.
7. Your holiday pay will be at your normal basic pay.
8. You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If this is required, you will be advised at the earliest possible opportunity. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

# B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of

Employment.

# A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity. Ideally, we would prefer that you phone the night before if your illness is apparent. Other than in exceptional circumstances notification should be made personally, by telephone, using the following numbers: 079 4348 9963, 078 3416 9759.
2. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
3. 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 might be entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meeting 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 are normally your working days unless otherwise 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 Directors by telephone 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.

1. 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 Directors.
2. Upon returning to work after any period of sickness/injury absence, you will 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.

Please collect a Sickness Absence or Return to work Form from the office.

# A) RIGHTS OF SEARCH

1. In the event that an item of value belonging to staff, children, parents/carers or DDN is missing, we have the contractual right to carry out searches of employees (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. Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which could result in your dismissal.
4. We reserve the right to call in the police at any stage.

# B) CONFIDENTIALITY

1. All information that:

1. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
2. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
3. 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 prior 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.

# C) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession. These include materials collected from trainings in which DDN sent you.

# D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Directors or some other Directors’ authorised person.

# E) INVENTIONS/DISCOVERIES

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

1. during your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
2. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
3. during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

# F) VIRUS PROTECTION PROCEDURES

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

1. unauthorised hardware or software including public domain software, magazine cover disks/CDs or

Internet/World Wide Web downloads must not be used; and

1. all hardware and software must be virus checked using standard testing procedures before being used.

# G) USE OF COMPUTER EQUIPMENT

In order to control the use of the company’s computer equipment and reduce the risk of contamination the following will apply:

1. The introduction of new hardware or software must first be checked and authorised by the Directors before general use will be permitted.
2. Only authorised staff should have access to the company’s computer equipment.
3. Only authorised hardware and software may be used on any of the company’s computer equipment.
4. Only hardware or software that is used for business applications may be used.
5. No hardware or software may be brought onto or taken from the company’s premises without prior authorisation.
6. Unauthorised access to the computer facility will result in disciplinary action.
7. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

# H) E-MAIL AND INTERNET POLICY

1. Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the company. The Internet and Email system have established themselves as an important communications facility within the company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we can utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

1. Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal. All information published or by email or notice going to parents or other professionals must first be sighted by one of the Directors before they are sent out. 3. E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the company's position on the correct use of the E-mail system.

4. Procedures - Authorised Use

1. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
2. The E-mail system is available for communication and matters directly concerned with the legitimate business of the company. Employees using the E-mail system should give particular attention to the following points:

i) all comply with company communication standards; ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant; iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding; iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The company will be liable for infringing copyright or any defamatory information that is circulated either within the company or to external users of the system; and

v) offers or contracts transmitted by E-mail are as legally binding on the company as those sent on paper.

c. The company will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:

i) any messages that could constitute bullying, harassment or other detriment; ii) personal use (e.g. social invitations, private messages, jokes, cartoons, chain letters or other private matters); iii) on-line gambling; iv) accessing or transmitting pornography;

v) transmitting copyright information and/or any software available to the user; or vi) posting confidential information about other employees, the company or its customers or suppliers.

# I) SOCIAL NETWORK USAGE

Any use of social networking sites that has a negative impact on the company may be regarded as bringing our business into disrepute. Access to social networking sites is not permitted during working hours. No reference to your workplace must be made on any social networking sites including but not limited to status updates, blogs, posts, notes. Staff must display caution and discretion if communicating with other staff, clients or suppliers on these sites. Any action which reflects negatively on the company will result in disciplinary action and ultimately your dismissal.

# J) COMPETITION AGREEMENT

It is a condition of your employment, that for a period of twelve months immediately following the termination of your employment for any reason whatsoever, you will not, whether directly or indirectly as principal, agent, employee, director, partner or otherwise howsoever approach any individual or organisation who has during your period of employment been a customer of ours, if the purpose for such an approach is to solicit business which could have been undertaken by us. Neither shall you set up a business, or work for a business in any capacity, in direct competition with ourselves within a tenmile radius of any of our sites, within the same twelve-month period.

# 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 can 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:
3. handle machines, equipment and stock with care;
4. turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
5. ask for other work if your job has come to a standstill; and

3. The following provision is an express written term of your contract of employment:

1. 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;
2. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is because 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; and
3. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.

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

# B) STANDARDS OF DRESS

As you are liable to meet customers and members of the public, it is important that you present a professional image with regards to appearance and standards of dress. Your dressing must be smart, no Jewellery is allowed other than small earrings, bangles, ankle chains and wristwatch are not allowed. Long nails or acrylics cannot be worn while you are working with the children. If your dressing does not meet the requirements, you will be asked to leave the nursery and will not be paid for the day and you may face disciplinary actions for such behaviour. As times goes on, you may be provided with a printed company t-shirt which must be worn always whilst at work and laundered on a regular basis. When provided, all uniform must be kept clean and tidy at all times.

# C) HOUSEKEEPING

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

# 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 on the health and safety poster.
2. You must not take any action that could threaten the health or safety of yourself, other employees, children, customers 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 and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the Office and steps should be taken to inform the Nursery Manager and or the Directors as early as possible.
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) TEA/COFFEE AND EATING WITH CHILDREN

We may provide tea and coffee for staff refreshment; this should be taken at the appropriate times of the day. Staff may eat with children at lunch time only (not during tea), in order to encourage some children to eat. Staff members should take children’s size and it should be once a day. Food wastage must be avoided at all times.

# D) 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 nursery and/or the health and safety of our employees.

If your performance or attendance at work is affected because 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.

# E) 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.

# F) HYGIENE FOR FOOD HANDLERS

1. You must wash your hands immediately when you come into the nursery 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 or beard coverings and overalls/uniforms, where provided, must be worn always.
4. No jewellery should be worn, other than plain band wedding rings and small earrings.
5. You should not wear excessive amounts of make-up or perfume and acrylic nails should not be worn. Nails should be kept clean and short.
6. If you are suffering from an infectious or contagious disease bv 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. You must make sure that your manager is informed before commencing work.

# G) NO SMOKING POLICY

In accordance with statutory requirements, all enclosed spaces are designated non-smoking areas.

This policy must be complied with at all times. Smoking is not permitted on the premises whatsoever. If you smoke before resumption of duty or at lunch, you must ensure your breath is void of the smell of cigarette and allow 30 minutes before you return to the nursery.

# H) FIRE

You must ensure that you are aware of our fire and evacuation procedures and of the action you should take in the event of such an emergency.

# 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 contact 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 potential conflict of interest and 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 Directors and will normally be without pay.

**D) MATERNITY/PATERNITY LEAVE AND PAY** You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Director 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 Directors 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 that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Directors 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

Directors and agree appropriate time off, which is mostly without payment.

# H) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

# I) 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 not to leave any items overnight. Articles of lost property should be handed to the Directors who will retain them whilst attempts are made to discover the owner.

# 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 Directors. Personal mobile phones should be switched off and kept away during working hours; they cannot be accessed during working hours except at lunch breaks.

# L) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

# M) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by the Directors no collections or business of any kind are allowed on our premises.

**N)** USE OF MOBILE PHONE

The Nursery recognises the need to ensure the welfare and safety of all children. In accordance with our child protection policy we will not permit photographs, video or other images of children and young people to be taken without the consent of the parents/carers and children.

The Nursery will follow the guidance for the use of photographs a copy of which is available from Nursery Office and in the policy folder on the board.

Our Nursery has a policy in place that prohibits the use of mobile phones and Camera while they are anywhere in the children’s areas. This prohibition applies to both staff and parents alike.

**Mobile Phone:**

We believe our staff should be completely attentive during their hours of work to ensure all children in the nursery receive excellent quality care and education. Mobile phones must not be used during working hours.

Mobiles must be kept on silent or switched off during working hours and kept in the phone box either in the office or an agreed place.

 Mobiles may only be used on a designated break and only in the staff rest area of the nursery

 Ideally a nursery mobile should be used on outings for nursery/emergency use only however if this is not available staff should let the Directors know before the date of such outings

 Mobiles must never be used to take photographs of any of the children or any area of the nursery or any member of staff at work except it is Docklands Day Nursery work mobile.

It is the responsibility of all members of staff to be vigilant and report any concerns to the Nursery Manager. Concerns will be taken seriously, logged and investigated appropriately *(see allegations against a member of staff policy).*

The Manager or Assistant Manager in the absence of the Directors reserves the right to check the image contents of a member of staff’s mobile phone should there be any cause for concern over the appropriate use of their phones.

Should inappropriate material be found then our Local Authority Designated Officer (LADO) will be contacted immediately. We will follow the guidance of the LADO as to the appropriate measures for the staff member’s dismissal.

# Camera

Photographs taken for recording a child or group of children participating in activities or celebrating their achievements is an effective form or recording their progression in the Early Years Foundation Stage. However, it is essential that photographs are taken and stored appropriately to safeguard the children in our care.

Only the designated nursery camera is to be used or our official Nursery Photographer to take any photo within the setting or on outings. Images taken on this camera must be deemed suitable without putting the child/children in any compromising positions that could cause embarrassment or distress. All staffs are responsible for the location of the Nursery camera; this should be placed in the designated area in the office. Images taken and stored on the camera must be downloaded as soon as possible, ideally once a week. Images must only be downloaded by the Manager or Deputy Manager or Administrator and stored on the nursery computer. Under no circumstances must cameras of any kind be taken into the Nursery

 No taking pictures of the children by any unauthorised personnel while the children are in the

Nursery either with the use of a Camera and/or phone camera

 No Parents are allowed to take the picture of a child that is not their own child either with the use of a

Camera or the phone Camera

 No Childs’ names (first name or surname) are to be used in photograph captions. If the child is named, avoid using his or her photograph. If the photograph is used, avoid naming the child.

 We would use a parental permission form to obtain consent for a child to be photographed / videoed and for the photographs and videos to be used in any Nursery advertisement, posters and/or displays.

 We would only use images of children in suitable dress to reduce the risk of inappropriate use. Some activities – swimming, drama, gymnastics and athletics for example – present a much greater risk of potential misuse thus greater care must be taken in these situations.

 All professional photographers and/or press who are invited to an event must be given written expectations, making clear the Nursery’s expectations of them in relation to child protection and safety.

# We have an official Nursery Photographer who is fully vetted and DBS Checked, which is renewed as the other Staff members

**Procedure:**

Any staff found using the mobile phone and/or camera in the Children areas will be subject immediately to a disciplinary hearing for misconduct following which the staff may be officially penalised.

Staff must stop any Parents/Carers immediately they notice an attempt to use the mobile phone and or

Camera in the children area. Where the parent/carer refuses to listen to the staff, staff must inform the Manager and/or Deputy Manager immediately so the parent/carer can be advised their actions forms a breach of contract between them and the Nursery and a contravention of the Child Safeguarding Rules.

If photographs need to be taken in a bathroom, i.e. photographs of the children washing their hands, then the Manager or Deputy Manager must be asked first and staff be supervised whilst carrying out

this kind of activity.

At all times, the camera must be placed in a prominent place where it can be seen.

Failure to adhere to the contents of this policy will lead to disciplinary procedures being followed.

**WHISTLE BLOWING**

# A) INTRODUCTION

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

1. Committing a criminal offence;
2. Failing to comply with a legal obligation;
3. A miscarriage of justice;
4. Endangering the health and safety of an individual;
5. Environmental damage; or
6. Concealing any information relating to the above.
7. 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.
8. 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 Directors who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, and you wish to raise the matter with the appropriate official organisation or regulatory body, you should let the Directors know.

# 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.

**CAPABILITY PROCEDURE**

# A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for many 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.

# 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

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.

**DISCIPLINE PROCEDURE**

# 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.

1. The following rules and procedures should ensure that:
2. the correct procedure is used when requiring you to attend a disciplinary hearing;
3. you are fully aware of the standards of performance, action and behaviour required of you;
4. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
5. 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 on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
6. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee of Docklands Day Nursery at all stages of the formal disciplinary process;
7. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
8. 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.

# C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

1. failure to abide by the general health and safety rules and procedures;
2. smoking or smelling of cigarette anywhere on the premises;
3. consumption of alcohol on the premises;
4. persistent absenteeism and/or lateness;
5. unsatisfactory standards or output of work;
6. rudeness towards customers or parents, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language; and or dirty looks
7. failure to devote the whole of your time, attention and abilities to the children under our care, our business and its affairs during your normal working hours;
8. unauthorised use of E-mail and Internet; telephone, etc
9. failure to carry out all reasonable instructions or follow our rules and procedures;
10. unauthorised use or negligent damage or loss of our property;
11. failure to report immediately any damage to property or premises caused by you;

# 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:

1. theft or fraud;
2. physical violence or bullying;
3. deliberate damage to property;
4. deliberate acts of unlawful discrimination or harassment;
5. possession, or being under the influence, of illegal drugs at work; and
6. breach of health and safety rules that endangers the lives of, or may cause severe injury to, children, employees or any other person.

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

# F) DISCIPLINARY PROCEDURE

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Disciplinary action taken against you will be based on the |  | **FIRST**  **OCCASION** | | | **SECOND**  **OCCASION** | | **THIRD**  **OCCASION** | | | **FOURTH**  **OCCASION** |
| following procedure:  **OFFENCE** |  |  | | |  | |  | | |  |
| **UNSATISFACTORY**  **CONDUCT** |  | Formal verbal waning | | | Written warning | | Final written warning | | | Dismissal |
|  | **MISCONDU**  **CT** | | Written warning | | | Final written warning | | | Dismissal | |
|  | **SERIOUS**  **MISCONDUCT** | | | Final written warning | | | | Dismissal | | |
|  | **GROSS MISCONDUCT** | | | | | Dismissal | | | | |

# 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 a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.  Formal verbal warning | Directors |
| Written warning | Directors |
| Final written warning | Directors |
| Dismissal | Directors |

# 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 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 because 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 2may 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.

1. We reserve the right to allow third parties to chair any formal hearings.

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 of the nursery 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 Directors within five working days in writing. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless it was the most senior manager that attended the first 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 hearings.

**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 in a written request to the harasser.

1. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Directors 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.

1. 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.
2. We reserve the right to allow third parties to chair any formal meetings.

**EQUAL OPPORTUNITY 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 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.
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:
3. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
4. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
5. 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.

TERMINATION OF EMPLOYMENT

**A) RESIGNATIONS**

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

# B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

# C) 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, this includes all company uniform, keys, etc. 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.

# D) GARDEN LEAVE

If either you or the company serves notice on the other to terminate your employment the company may require you to take “garden leave” for all or part of the remaining period of your employment. **NB. During any period of garden leave you will continue to receive your full salary and any other contractual benefits**.

The Directors reserve the right to amend this handbook at any time without prior notice.

**I have read and understood this handbook and will abide by all written therein.**

**Name: Sign: Date:**