BRISTOL CHILDCARE LIMITED

STAFF HANDBOOK

OUR RULES AND POLICIES

2026

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WELCOME TO BRISTOL CHILDCARE

ABOUT US

Bristol Childcare is a family run business. Mornington House was the first nursery, which opened in 1971. There are currently three Bristol Childcare nurseries across Bristol: Mornington House in Clifton, The Priory in Filton (which opened in 1981) and The Court House in Knowle (which opened in 1985).

What makes us different?

Bristol Childcare is different from other nurseries because of what we believe in and how we operate. This is encapsulated in our Vision Statement and Ethos.

VISION STATEMENT

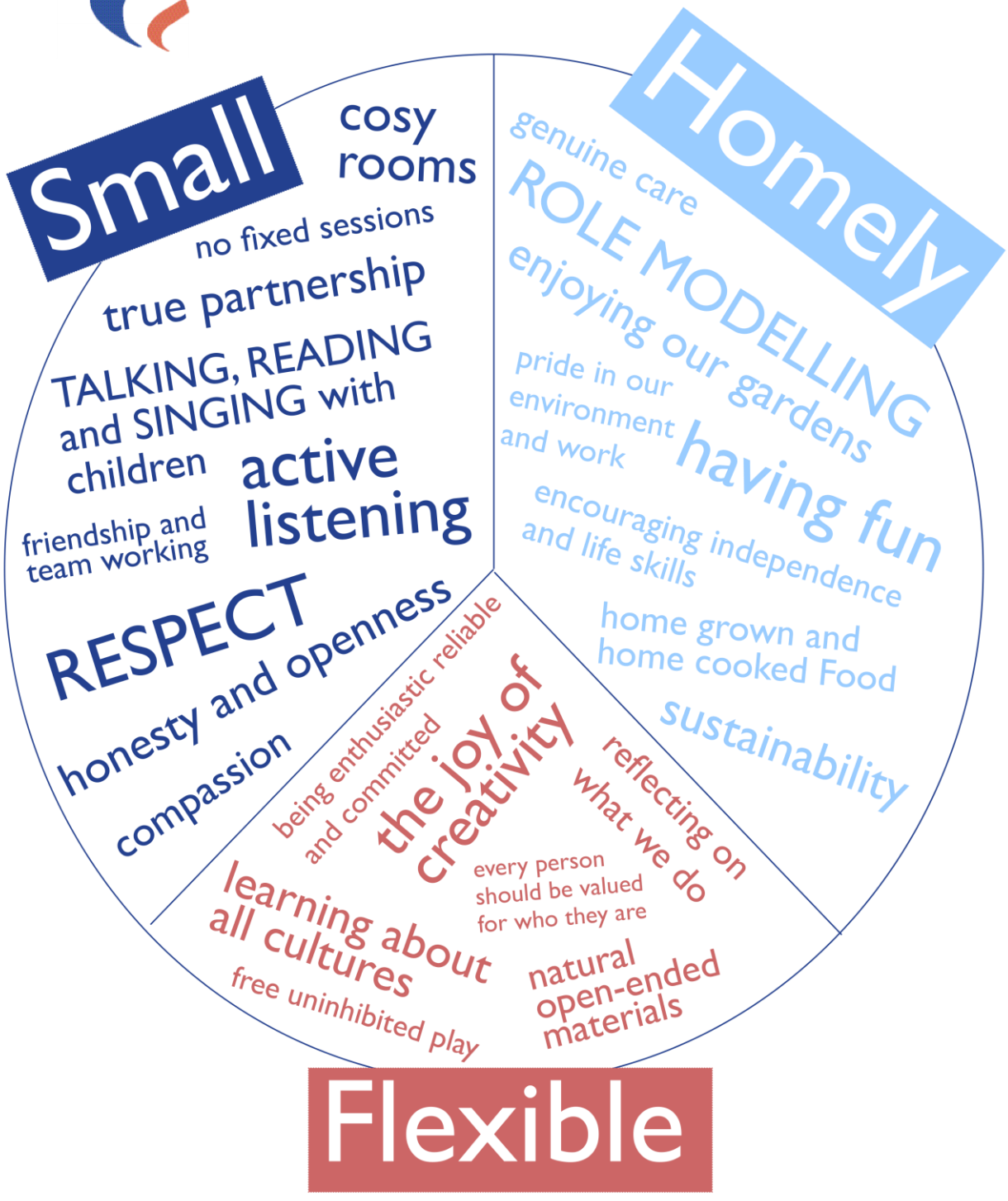
Our vision is to provide small, homely and flexible childcare, and early education, to a high standard. We do this by ensuring our Ethos permeates all aspects of what we do.

ETHOS

Our ethos is our distinctive spirit which guides all that we do. All decisions taken by senior management reflect our strong values and staff are encouraged and supported to understand these values and incorporate them into their work.

Our Ethos

We believe in:



RULES AND PROCEDURES

We hope that this Handbook, whilst detailing Company rules, procedures and policies is a useful and clear guide to your employment rights, what the Company expects from you and how, should things go wrong, the Company will try to address grievances and work place problems.

Your relationship with the Company is governed by the policies and procedures in this Handbook, the Policies Folder and by the terms and conditions in your contract of employment.

Please take time to read all documents. If there is a conflict, your contract of employment shall prevail.

The contents of this Staff Handbook are non-contractual.

This Handbook is divided into two parts:

COMPANY RULES

Policies 1 to 17 set out the Company rules, procedures and general information. To ensure that the Company is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

POLICIES

Policies 18 onwards set out the Company policies for dealing with things like discipline, grievances, maternity and stress etc. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Company's policies are not contractual.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact the Managing Director.

We are very pleased that you have chosen to work for Bristol Childcare and we hope that your time with us will be long, fulfilling and happy.

PROFESSIONAL CODE OF CONDUCT

Please also see each nursery's "staff expectations" document

By becoming a member of Bristol Childcare staff, I sign up to the following Code of Conduct. This applies to when I am at work in a Nursery and also when I am at training or otherwise representing Bristol Childcare:

1. I will always keep in mind the Bristol Childcare ethos and will do all I can to understand how it applies to all aspects of my work and professional relationships and development.

2. I will always have the care of each individual child as the focus of everything I do.

3. I will actively promote and support the safeguarding of children, ensuring nursery policies and procedures are always observed. I will immediately inform my nursery manager or senior management about any changes in my personal circumstances (including medical conditions, relationships or conduct outside work) that might impact on my suitability to work with children.

4. I will only use appropriate language.

5. I will dress smartly in clean, well-kept uniform.

6. I will show professional respect to parents, other carers and all members of the staff team, at work and outside work hours, including online. I will respect individuals regardless of race, gender or sexual orientation.

7. I understand that I am a member of a team and that my behaviour will impact on other members of staff. I will do all I can to be an honest and reliable member of the team and will be accountable for and take responsibility for my actions.

8. I will be flexible in my working hours where required.

9. I will show professional commitment to the children I care for and their parents, to my nursery team, to the Bristol Childcare team and to myself as a developing childcare practitioner.

10. I will attend training and read and update my knowledge to ensure I am constantly reviewing, evaluating and improving my practice. I understand I must undertake 10 hours of Personal Development a year as per Policy 40 of the Staff Handbook. I will conduct myself professionally when at training and will show respect to the trainer and other delegates.

11. I will be aware of the importance of confidentiality and act appropriately.

12. Through my behaviour, attitude and level of care, I will be a strong role model to the children I care for.

Section 1 - COMPANY RULES

1 YOUR RESPONSIBILITIES

1.1 Whilst working for the Company your overriding responsibilities are:-

- To observe all safety rules and to act in a manner that ensures your own health and safety and the health and safety of others; and
- To act wholeheartedly in the best interests of the Company.

1.2 Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as **gross misconduct.**

1.3 Any conduct that is detrimental to the best interests of the Company or its relations with customers/clients, suppliers or the general public, or could impact on the safeguarding of children, will normally be treated as **gross misconduct.**

1.4 Your general duties include the following:-

- To work hard, conscientiously, safely and loyally on behalf of the Company.
- Not to be involved in any work or activity which is in competition with the Company or which might adversely affect the Company's best interests.
- To obey the reasonable and lawful instructions of the Company and to be flexible in helping the Company achieve its objectives.
- To produce work of the best possible quality.
- To respect and care for the Company's property.
- To strictly obey all Rules and Regulations relating to health and safety and report to your nursery manager any hazards to safe working arrangements.
- To comply with the Company's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment or violence.
- Whilst working for the Company to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment (either inside or outside your normal working hours) that interferes with this duty.
- To notify the Company at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.
- To notify the Company at the earliest opportunity about any changes in your personal circumstances that might impact on your suitability to work with children. This could include a medical condition, contact with the police or other authorities, personal relationships outside of work (including online) or conduct outside of work.

2 ATTENDANCE AND TIMEKEEPING

2.1 The Company expects excellent attendance and timekeeping.

2.2 Persistent lateness or repeated unauthorised absence will normally be treated as **gross misconduct**.

2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.

2.4 If you are sick or injured and cannot attend work then you must comply with the Company's sickness/injury rules. The sickness/injury rules are set out in this Handbook.

2.5 If you arrive at work late you must immediately report to your nursery manager and will be expected to make up lost time as required by your nursery manager.

2.6 If you need to leave work before your scheduled finish time you must obtain the prior authority of your nursery manager.

2.7 You are required to record your presence using the timesheet provided.

2.8 Failure to record your hours worked accurately in accordance with these rules will normally be treated as **gross misconduct**.

2.9 You must comply with any absence / time recording procedures which may be introduced from time to time including any provisions require to ensure compliance with the Working Time Regulations 1998.

3 SICKNESS, INJURY AND SICK PAY

Scope

The company rules in this Policy apply to all employees who have over 24 month's service. Those employees with less than 24 month's service may be subject to an abbreviated procedure.

Process for Sickness Absence

3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work. If you are not fit to work you must follow this policy.

3.2 There is a different procedure depending on your shift start time:

3.2.1 If you are not fit to work on a day when you are on one of the early shifts (7.30, 8 or 8.30am start) you must check the rota and text/WhatsApp the senior who is on the 7.30 shift between 6-6.30am. This will give that senior time to ask another member of staff to come in early to cover. Please be considerate to the management team and do not message on Sundays or late in the evening. Please keep messages brief and telephone the nursery later during the day with additional information, as per 3.2.3.

3.2.2 If you are not fit to work on a day when you are on a later shift (9, 9.30, 10am start) you must telephone the nursery at 7.20am.

3.2.3 When you telephone nursery you should not leave an answerphone message or a message with a colleague. You must state the reason for your absence and the date on which you expect to return to work, if you are able to determine that.

3.3 On any days you are absent you must call the nursery manager before 3pm to confirm if you will be fit to work the next day so that cover can be arranged. If you are not sure that you will be fit to work, you must state that so that cover can be arranged, because this is always more difficult to organise if you phone in sick again the following day, having said you will be working.

3.4 On your return to work you must complete an Absence Self-Certification / Return to Work Form (which is available from your manager) explaining the reason for your absence. You will have a Return to Work interview with your nursery manager.

3.5 If your absence lasts for 8 or more consecutive calendar days then you must:

3.5.1 Provide a Statement of Fitness for Work (Fit Note) from your Medical Practitioner stating that you are not fit to work. This form must be sent to Head Office immediately.

3.5.2 If your Fit Note says you may be able to return to work then you must contact the Company to discuss whether it is appropriate for you to return to work and if so, under what arrangements.

3.5.3 If you cannot return to work when your Fit Note expires, you must obtain another Fit Note from your Medical Practitioner and send it to Head Office immediately. Fit Notes are required to cover the total period of your absence.

3.5.4 You must telephone your manager at least 24 hours before you return to work so that arrangements can be made for your return.

3.5.5 If your last Fit Note does not specify a date on which you can resume your duties before you return you must supply the Company with evidence confirming that you are fit to return to work.

3.6 If eligible, statutory sick pay (SSP) is paid from the first full day of absence due to illness.

3.7 Sick leave and holiday are not interchangeable. Please see FAQs below.

3.8 It may be useful to keep in contact with the nursery/manager during a long absence. A welfare meeting can be arranged to talk through any issues or concerns, review medical paperwork and complete a Wellbeing Support document or Wellness Action Plan.

Bradford Score

3.9 The Bradford Score is a method used by the Company to monitor and measure patterns of sickness absence among employees. It places particular emphasis on the frequency and number of short-term absences, recognising that frequent, unplanned absences can be more disruptive to operations than occasional longer-term sickness. The Bradford Score is calculated using a formula that combines the number of spells of absence (recorded as Sick Leave or Sick Note on WhosOff) and the total number of days lost over a set period, typically 12 months. By monitoring absence in this way, we aim to identify any issues at an early stage, ensure fair and consistent management of absence, and provide appropriate support to employees where needed. This policy sets out how the Bradford Score is used within the Company and the support available to staff in managing their attendance.

3.10 Sickness related to pregnancy will be recorded separately and will not be used to count towards any Bradford Score figures. Disability-related absences and any other protected absences (e.g. maternity, paternity, or adoption leave) will not be counted towards the Bradford Score for sick pay eligibility.

How is it calculated?

3.12 The total number of days absence in the last 12 months is multiplied by the square of the number of times leave has been taken. Note that the last 12 months means a rolling 12 months and is not related to the leave year.

Examples
A has been ill twice. Once for 2 days and once for 10 days.
Bradford score = 12 (total days) x 4 (2 occasions squared) = 48

B has been off sick 6 times, each of 2 days
Bradford score = 12 (total days) x 36 (6 occasions squared) = 432
In both the examples, the total is the same but the number of occasions on which it is taken means that B has a much higher score.

Why is this measure being used?

3.13 Frequent short-term absenteeism is difficult for the business to manage staffing and may indicate an underlying problem with sickness, stress or other difficulty (in or out of work) with being present at work. A high score represents a significant number of times off work which may need to be reviewed.

3.14 The Company is sympathetic to any health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Company. The Company requires you to fully assist it and co-operate with it by attending any meetings to discuss your ill-health and providing the Company with as much information as possible to enable the Company to cope with your absence and make any necessary arrangements required to assist you back to work. The Company expects you to keep in regular contact during any absence period and to discuss with your Medical Practitioner or GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.

Process

3.15 On the first Monday of each month the MD's Assistant will check the Bradford Scores. The results are emailed confidentially to each nursery manager and Senior Management. Action will be taken as follows (for short service employees (less than two years), and those still on probation, the Company reserves the right not to follow this process in full):

Score	Action
0-399	No Action.
400 and above	You will be invited to a meeting with your nursery manager to discuss your attendance. The aim of the meeting will be to establish whether there are any underlying reasons for the levels of absence and to see whether there are any steps which the Company can take to support you in helping your absence levels to improve. The ethos of the meeting is to gather information and offer support.
800 and above	Stage 1: You will be invited to an investigatory meeting. The meeting will usually be conducted by your nursery manager and the Managing Director and you will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure. At the meeting, you will be asked to explain your level of absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for Long Term Sickness Absence set out below. The Company may also seek medical evidence from either your doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained Subject to any medical evidence, the manager(s) conducting this first-stage meeting may decide to issue a warning to you setting out the Company's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.
1000	Stage 2: You will be invited to an investigatory meeting, as above, if you have not already had one. If your score has gone above 1000 or your attendance has not improved to the extent required, you may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. This meeting will be conducted by a Senior Manager and you will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring your attendance to improve and setting out the level of improvement required over a specified period of up to one year.
	Stage 3: If you do not meet this standard and there is no underlying condition where reasonable adjustments would assist you to attend then you may be dismissed. A final meeting will be convened which shall be conducted by a Senior Manager with appropriate authority to dismiss and will consider any representations made by you or on your behalf. You will once again have the right to be accompanied by a fellow employee or trade union official. Any dismissal arising out of this meeting will be with notice. There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated

Long-term Sickness Absence

Purpose

3.16 Where you are absent for an extended period – or it is clear that your absence is likely to continue for some time – then the Company will want to investigate the prospects for your return and consider what actions can be taken to facilitate this. The extent to which the Company can continue to accommodate your absence will depend on a range of factors, including your role and the prevailing circumstances of the business.

3.17 The Company may seek medical advice as to your condition either from the appropriate professionals caring for you or from a specialist occupational health practitioner. The focus will be on ascertaining when you will be able to return to work and what steps the Company can take to facilitate this.

3.18 You are not obliged to consent to any medical reports or records being shared with the Company as part of this process. However, in the absence of medical evidence the Company will have to work on the basis of what information is available in reaching a decision.

Process

3.19 You will be sent the Return to Work Questionnaire – long term absence (folder 1.1.1) to complete to assist the Company in understanding your health and how you can best be supported.

3.20 One or more meetings will be arranged with you to discuss your condition, the prospects for any return to work, and whether anything more can be done by the Company to help. You will be given reasonable written notice of the meeting and entitled to be accompanied at the meeting by a fellow employee or trade union official. The document RTW interview form – long term absence (folder 1.1.1) can be used to guide these meetings where appropriate – eg a phased return.

3.21 Every effort will be made to make suitable arrangements for the meeting to allow you to attend. Where you are simply too ill to take part in the process, however, the Company may proceed to dismissal in the absence of a meeting taking into account any representations made on your behalf.

3.22 Where it appears that you will be unable to return to work within a reasonable time frame then the Company may need to consider dismissal. Any dismissal will be with notice.

3.23 There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated. You should submit your appeal in writing stating your full grounds of appeal.

Company Sick Pay Scheme

3.24 The scheme will be applicable to anyone who has worked for the Company for 3 years.

3.25 Each eligible full-time member of staff will be paid for up to 5 days of sick leave per year. This will be pro rata for part time staff.

3.26 Occupational sick pay will not be paid where notice of termination of employment has been given by either you or the Company. Any period of sickness absence which falls during your notice period will be paid at the applicable rate of SSP.

3.27 You will only be eligible for payment of occupational sick pay if you have a Bradford Score of less than 100 at the time of the sickness – should your score go over 100 then you will become ineligible – the Bradford Score is monitored monthly, so you may drop in and out of eligibility. If a period of sickness absence takes you over 100 after eligibility has been confirmed, you will be paid for that period of sickness absence (up to 5 days) but will then drop out of eligibility following this until your score goes back down under 100.

3.28 The MD's Assistant runs a Bradford Score report at the start of every month. It is this data that will be used to determine eligibility for sickness paid in that month's payroll.

3.29 Managers will continue to do Return to Work meetings and record the reasons for you being off sick and check your fitness to work. Senior management will monitor sick leave and reasons.

FAQs

For clarification of the above and how sick leave works the following FAQs have been prepared:

1. *I call in sick on Monday. Can I book the rest of the week off as holiday.* No. If you have called in sick then you are on sick leave for the duration of the period of sickness. You will receive statutory sick pay or occupational sick pay, depending on your eligibility. If you wish to end your sick leave and use annual leave instead, you must inform us you are fit to return to work and request leave in the usual way. Annual leave cannot be taken while you are signed off sick, unless you specifically request this and the Company agrees.

2. *I call the nursery on Monday to say that I don't feel well and I'd like to book the rest of the week off. Can I do this?* No. You cannot take holiday at short notice without prior agreement. However, if you are unwell, you should report that you are sick in line with sickness absence procedures. If you wish to take annual leave instead of sick leave, you must make a formal request, and this must be authorised in advance.

3. *I come in to work at 7.30am and decide that I am too ill to work. I go home at 10am. What will I be paid?* You will be paid a half day. You will then move to sick leave and statutory sick pay (or occupational sick pay) will be paid as it becomes due.

4. *I come in to work at 7.30am and decide that I am too ill to work. I go home at 8am. What will I be paid?* You will be paid for the hours you have worked or be able to take that time back another day.

5. *I come in to work on Monday and feel under the weather. I think it might be wise if I took some time off. What can I do?* In accordance with the Handbook, you may request leave. There is no rule about notice, although if it is inconvenient for the nursery then the leave request may be declined. Should you then decide not to attend work anyway, then you would go on to sick leave. Annual leave is subject to management approval and operational requirements. If you are not well enough to work, you should follow the sickness absence procedure and report your absence as sick leave.

6. *I come in to work on Monday and have seen a bargain holiday over the weekend, leaving Thursday for 2 weeks. Can I go on holiday?* Maybe. You would need to put your request in immediately and this would be reviewed in the light of the need for agency staff / how busy the nursery was. It is quite likely that the request would be declined as we would have had insufficient time to plan cover. However, if the nursery was very quiet or there was no-one else off then we may approve such a request.

4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

4.1 Whenever possible such appointments should be made outside of working hours. There is no right to time off for non-emergency check-ups.

4.2 Where it is absolutely essential that such appointments are arranged during your working day, disruption must be kept to a minimum by arranging the appointment at the very start of the day or at the end of the day.

4.3 If time off during work is unavoidable and you will be away from the nursery for 4 hours or more, you should discuss this with your manager who may suggest you take this as holiday.

4.4 Time off for such appointments will be **unpaid** unless:

4.4.1 lost time is made up with the prior authority of your manager;

4.4.2 you take the time off as holiday in which case you will need to comply with the Company's holiday rules or

4.4.3 you have accrued overtime hours owed to you at the time of the appointment (for example for a staff meeting) and your manager agrees that you may use that time to cover an appointment.

4.5 Time off for ante-natal care shall be in accordance with Policy 26 of this Handbook.

5 HOLIDAYS

5.1 Your annual holiday entitlement is set out in your contract of employment. A week for the purposes of holiday calculation is your normal working week. In December you are only entitled to take one day of holiday (in addition to the 3 days you must take between Christmas and New Year), unless specifically requested and authorised in writing by the Managing Director, Saffia Bullock, who is contactable directly or through Head Office. No staff can take Christmas Eve as a holiday, unless they particularly need to travel early on Christmas Eve, due to train or plane times, in which case they must discuss this with the Managing Director and receive authorisation from her in writing.

5.2 You cannot carry forward more than 3 days (pro rata for part time employees) of untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, parental bereavement, bereaved partner's paternity, carer's, or neonatal care, leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

5.3 If you do not take your annual leave within the leave year in which it accrued, you will lose the right to take it, unless one of the carry forward provisions referred to above applies.

5.4 Holidays must be arranged at the mutual convenience of both you and the Company. You must give the Company reasonable notice of your intention to take your holiday. All applications for holiday must be made using your WhosOff account. You are only allowed to take holidays if the Company has approved them in advance and you have received notification of this approval; flights, travel or accommodation should therefore not be booked before holiday has been approved on WhosOff. Cancellation of approved holiday will only be made in exceptional circumstances and must be authorised in writing by the Managing Director.

5.5 You are not allowed to take more than 10 consecutive working days holiday unless you have obtained the express prior written permission of the Managing Director to do so.

5.6 The Company may object to you taking holiday on dates requested by you and/or on bank/public holidays if it is inconvenient to it. Holiday requests will be granted on a 'first come, first served' basis. No two senior staff and no more than one staff member per age group room may be on holiday at any time except with the prior written approval of the Managing Director. The Manager and Deputy will not be authorised to take holiday at the same time, apart from exceptional circumstances with prior written agreement from the Managing Director.

5.7 Only your nursery manager or a senior manager or director can authorise holiday through the WhosOff system.

5.8 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.

5.9 Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement the Company shall be entitled to deduct the excess pay from your final salary payment.

5.10 The Company may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Buying and selling holiday

5.11 Staff with 2 years full service have a holiday entitlement of at least 31 days inclusive of bank holidays and may request to buy and sell holiday in order to reduce or enlarge their annual leave allocation. The following rules and procedures shall apply to any buying or selling of holiday:

- Eligible staff may request to 'sell' back to the company up to 5 days leave per leave year, as long as they do not fall below their statutory minimum for leave in that leave year by doing so.
- Eligible staff may request to 'buy' from the company up to 5 days leave per leave year.
- The cost of selling a leave day shall be the your normal hourly rate multiplied by the number of hours in your leave day (your working hours) and shall be remitted to you with your salary.
- The cost of buying a leave day shall be 1.10 multiplied by your normal rate multiplied by the number of hours in your leave day (your working hours) and shall be deducted from your monthly salary in the month that the leave is bought and authorised.
- A correctly completed request form (folder 1.1) to buy or sell leave shall be submitted to the Managing Director no later than the 15th of each month. Forms received by that deadline will be processed in that month's salary. Forms received after this date, or those incorrectly completed, will be moved to the following month's payroll and may impact on the decision of the Company to accept the request. Your leave balance can be found using your WhosOff login or by contacting the MD Assistant.
- The Company reserves the right to accept or refuse any request for buying or selling of leave.

6 ACCIDENTS

6.1 Absences resulting from accidents at work are treated as sickness absence and the Company's normal rules will apply to such absences (See Section 3).

6.2 All accidents and incidents (including near-miss incidents) involving any adults (including but not limited to staff, parents, contractors and visitors) must be reported to the nursery manager so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.

6.3 Work-related accident and injuries, in particular those requiring medical care, hospitalisation or time off work, must be reported immediately to the Managing Director and Health and Safety Officer who will refer to HSE guidance to determine if it must be reported under RIDDOR.

6.4 All accidents and incidents, no matter how minor, must be recorded on an Accident Form, which is filed in the Staff Accidents folder.

6.5 It is the responsibility of all employees to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

6.6 Each month the nursery manager undertakes an accident audit. If patterns are seen, such as areas of the nursery which are causing concern, this is discussed with Senior Management.

6.7 Accidents and incidents involving children must be reported in accordance with the Accident Policy.

6.8 Fire Warden and Manual Handling training are required during your probationary period. You will sign your Employee Induction Checklist to state that you have read and understood the Company Health and Safety policies.

7 SMOKING

Purpose

7.1 This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces).

7.2 Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not stop potentially dangerous exposure.

7.3 Babies are at particular risk from second-hand smoke because this can increase the risk of Sudden Infant Death Syndrome (SIDS). Staff are given NHS and Lullaby Trust guidance to read as part of probation so that they are fully aware.

Policy

7.4 Smoking is prohibited throughout the entire workplace with no exceptions. This includes Company vehicles and outside areas. This policy applies to all employees, consultants, customers and visitors.

7.5 You must not smoke within view of nursery premises or of parents arriving at nursery and must not smoke in your uniform/work clothes.

7.6 You cannot take additional breaks to smoke. If you wish to smoke during your lunch break, then as per clause 7.4, this cannot be done in view of nursery premises, parents arriving at nursery nor in your uniform and you must not return to nursery smelling of smoke.

Implementation

7.7 Overall responsibility for policy implementation and review rests with Senior Management. All staff are obliged to adhere to and to facilitate the implementation of the policy.

7.8 The person named above shall ensure that all existing employees, consultants and contractors are aware of the policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of the policy on recruitment or induction.

Non-compliance

7.9 Non-compliance with this policy and relevant law will be treated as a disciplinary offence.

Electronic cigarettes

7.10 For the purposes of this policy, “e-smoking” or vaping are treated in the same way as smoking.

8 FIRE

8.1 Employees shall ensure good standards of housekeeping at all times. A clean and tidy workplace is less likely to be a source of fire. Any act or omission, which you believe may constitute a fire risk, should be immediately notified to your manager who will take the appropriate action.

8.2 All potential fire hazards will be identified and the risks assessed and reduced to an acceptable level. More detail about fire risk assessments is in the Healthy and Safety Policy.

8.3 Fire fighting equipment will be provided and emergency lighting and fire alarm points fitted as appropriate, following a fire risk assessment. The fire alarm will be tested monthly by activating an alarm point in rotation, such as to test every alarm point over a set period of time.

8.4 Fire assembly points will be identified and located in areas beyond any danger from fire. You will be made aware of where you have to report in case of fire. Fire alarms will be activated periodically, without prior notice.

8.5 Details of the Company's fire/emergency procedures, exit and assembly points, are displayed on notice boards around the Company's premises. You must familiarise yourself with the Company's emergency procedures to minimise the dangers caused by fire.

8.6 You must ensure that you are aware of the nearest fire exit, and its alternative, for emergency use.

8.7 You must ensure that you are aware of the nearest fire extinguisher to your work location, its type and know how to operate it.

8.8 Regular fire drills will be held to ensure the Company's fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

8.9 Remember:

On discovering a fire:

- Operate the nearest fire alarm;
- Alert other people within your immediate vicinity;
- Do not attempt to tackle the fire unless you have been trained or you feel competent to do so.

On hearing the fire alarm

- Do not delay - evacuate the premises immediately;
- Do not stop to collect personal possessions;
- Remain calm and proceed in an orderly manner;
- Do not re-enter the premises or site until the Fire Brigade is satisfied that the premises and site are safe to re-enter.

8.10 Under no circumstances must you put yourself or others at risk in a fire situation.

8.11 Fire safety training will be done as part of your induction.

9 INTERNET AND EMAIL

Introduction

9.1 Please also refer to the E-Safety Policy. The Company's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Company's business. The e-mail system should therefore be used for that purpose only. You have no right to privacy when using the Company's computer system. This means the e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Company's standard employment policies on issues such as sexual or racial harassment.

9.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary and ALWAYS use the blind carbon copy facility (BCC) to protect customer/client confidentiality.

9.3 Confidential information should not be sent externally and in some cases internally, by e-mail without express authority and unless the messages can be lawfully encrypted.

Legal Action Against the Company

9.4 Messages sent over the e-mail system can give rise to legal action against the Company. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies should be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

The Company's Rights

9.5 The Company reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when employees are off sick or on holiday, to find lost messages or to retrieve messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.

9.6 The Company reserves the right to monitor email messages sent and/or received and to monitor your usage of the Internet.

Security

9.7 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.

9.8 Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it. You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

9.9 It is very important that the Company is able to keep its data secure and ensure that computer systems are used only for their proper purpose. All employees are required to comply with instructions that may be issued from time to time regarding the use of Company-owned computers or systems.

9.10 You must not attach any device to Company IT equipment without authorisation from the E-Safety Officer.

9.11 You must not open attachments or click on links sent by email unless you know you can trust the source. Check the email address carefully; do not open emails from unusual email addresses. If unsure, ask the E-Safety Officer for advice.

9.12 Company portable IT devices must be kept secure and password protected at all times.

9.13 Unauthorised access to any of the Company's systems will amount to gross misconduct.

General Rules

9.14 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should be deleted immediately. In the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your nursery manager and the E-Safety Officer.

9.15 Misuse of the e-mail system in breach of these rules will be treated as misconduct.

9.16 Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct:

- defamatory;
- offensive or obscene;
- untrue or malicious;
- discriminatory on grounds of race, sex, marital status, disability, sexual orientation, religion or religious belief & philosophical beliefs or age;
- the Company's Confidential Information (as defined in your contract of employment); and
- protected copyright material.

Internet use

9.17 If you are given access to the Internet you must use it for legitimate Company business only. Searching for or viewing or downloading web pages the content of which is offensive, obscene or discriminatory will constitute gross misconduct.

9.18 Employees with access to the internet on Company-owned devices should use that access responsibly.

9.19 Personal use during working hours will be treated as misconduct.

9.20 From time to time the Company may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view or download

offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

9.21 You must not download any software, plugins or extensions on to Company-owned devices unless this is first cleared by the E-Safety Officer. You should also refrain from downloading music, video or any other entertainment content on any Company-owned device.

9.22 Firewalls and anti-virus software may be used to protect the Company's systems. These must not be disabled or switched off without express permission from the E-Safety Officer.

Email

9.23 All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

9.24 If you have a Company email account you should be mindful of the fact that any email you send will be identifiable as coming from the Company. You should therefore take care not to send anything via email that may reflect badly on the Company. In particular, you must not send content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

9.25 Using a Company/work email address to send inappropriate material, including content of a sexual, racist, discriminatory or harassing nature, is strictly prohibited and may amount to gross misconduct resulting in summary dismissal. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system. You should also report such breaches in accordance with our Harassment and Bullying or Grievance policies.

9.26 You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' /'confidential' and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

Privacy

9.27 Monitoring of email and internet usage may take place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

9.28 Your work email remains the property of the Company and therefore you should not use your work email to send or receive any information that you regard as private. The Company may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Company will try to avoid reading personal emails if possible.

Social Media

9.29 Any use of social networking websites from Company computers is prohibited. This includes during break times.

9.30 No mention of your work place should be made on any public area of social networking websites or any other website over which the Company has no control. Any content or messages publicly displayed on

the internet which cause or may cause the public perception of the Company to be damaged or brought into disrepute shall be considered a disciplinary offence.

9.31 Your behaviour on any social networking or other internet site must be consistent with the behaviour required of Company employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Company.

9.32 The Company expects you to show your colleagues the same respect on social networking sites as you would face to face in the workplace. You must not directly communicate or harass a colleague in relation to an issue of dispute at work. Such comments are capable of amounting to gross misconduct.

9.33 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly. You must not use social media to:

- defame or disparage or make any other inappropriate comment about us, our staff or any customer, client or other third party;
- harass (including sexually harass), bully or unlawfully discriminate against staff, customers, clients or other third parties;
- make false or misleading statements; or
- impersonate colleagues or third parties.

9.34 Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Company will take a particularly serious view of any misconduct that occurs through the use of social media.

9.35 You should make it clear in social media postings, or on your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

9.36 You must not operate a social media account or profile or express an opinion that purports to be operated/made on behalf of the Company without express permission to do so from your manager. You must not comment on social media about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

9.37 You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.

9.38 You are not permitted to be “friends” with parents on social media networking sites or communicate with them in that way.

9.39 Any misuse of social media that you see should be reported to your nursery manager and the E-Safety Officer.

9.40 Breach of this policy may result in disciplinary action up to and including dismissal. You may be required to remove any social media content that we consider constitutes a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

10 JURY DUTY

10.1 Leave of absence will normally be granted to employees called for jury duty. If you receive a notice of jury duty you must notify your manager as soon as possible in order that arrangements may be made to cover your position.

10.2 An employee on jury duty will be expected to work as much of his/her regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours he/she is normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by the you and the Company).

10.3 If you hold a position crucial to the operation of the Company, or in the event that your absence from work over a long period of time could cause hardship to the Company, the Company may petition the jury selection committee to excuse you from jury duty. Also, you may personally petition to be excused from jury duty if jury duty would cause hardship to your family.

10.4 An employee serving on jury duty must present the official court cheque or other documentation of remuneration to their manager so that arrangements for the payment of any difference between regular pay and jury duty compensation can be made. In no event will make-up pay exceed compensation for the number of hours you are normally scheduled to work during a given work week, and in any case payment will only be made to cover the period that the jury is expected to attend the court.

11 UNAUTHORISED ABSENCE

11.1 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Company in advance shall be regarded as an unauthorised absence and will result in disciplinary action being taken.

11.2 Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

12 TELEPHONES (OFFICE & MOBILE) & CAMERAS

12.1 Telephone calls of a personal nature should be accepted or made only in cases of emergency. You can give the nursery telephone number to family/childminders/schools etc for use in case of sickness or emergency.

12.2 Use of mobile telephones is prohibited in childcare areas. Car parks are considered a childcare area if children are in the garden. Kitchens and receptions are also considered childcare areas.

12.3 If you bring your mobile phone (or other mobile device which includes a camera) into nursery it must be locked in the safe provided. You are only permitted to use your phone and other mobile devices during breaks, away from childcare areas.

12.4 During outings, as per the Outings Policy, the senior practitioner will take their mobile phone for emergency use only.

12.5 On an occasional basis you agree to be contacted outside working hours by the Company to assist with operational matters.

12.6 No camera (including a camera on a phone or mobile device) shall be used in any childcare area which is not the property of the Company.

12.7 The Company reserves the right to inspect any personal camera or phone brought onto the premises in accordance with section 14, to ensure appropriate use and adherence to child protection policies.

12.8 Please also see the Mobile Phones and Social Media Policy.

Use of Mobile Phones in Vehicles

12.9 It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.

12.10 ALL employees who drive vehicles whilst carrying out their work will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated breach of this policy will result in dismissal.

13 DRESS CODE

13.1 Proper attire is necessary to maintain an image which reflects the Company's professionalism and high standards. It is important that dress is appropriate for the Company's environment, but also important that you can feel comfortable in all weathers and during all roles and activities with the children.

13.2 You must wear black or white flat shoes, black trousers or skirt/dress, plain white or black tops and black/white tabards, which are provided. Tops underneath the tabards can be short or long sleeved, to facilitate comfort during any weather. You must ensure you remain smart and professional ensuring no bra straps are showing if short-sleeved tops are worn. Black shorts or cropped trousers are also able to be worn during warmer weather but only if you remain smart, professional and tidy; shorts should come to mid-thigh – preferably below the length of the tabard. Sandals or Crocs (not flip flops) can be worn if they are safe for you to move around in carrying children up and down stairs etc and could not be a trip or slip hazard You must be confident that you can move around safely in whatever shoes you are wearing (the heel strap must be worn on Crocs) and they must have good grip. Staff should wear slippers in the babyroom but should not walk around nursery in them or carry children around nursery in them.

13.3 Company fleeces are provided to staff who would like them. Fleeces must not be worn inside zipped up all day – just as an additional layer when cold, eg first thing or when outside in the garden with children. Tabards must still be worn. All sweatshirts/jumpers must be worn underneath the tabard.

13.4 All clothes must be clean, tidy and in good repair and long hair must be tied back. Jewellery must be limited to wedding and engagement rings and other occasion rings; small stud earrings and flat nose-rings and a watch. Make-up must be subtle and fingernails must be short and clean. Long false nails, sharp pointed nails and nail art are not permitted for health and safety reasons. Short nails with gel polish are acceptable. If further guidance is required, this should be discussed with the nursery manager.

13.5 All staff are provided with two tabards which will be replaced as required, for example if they become worn. You must replace any lost uniform. Cooks are offered Company polo shirts.

13.6 Name badges shall be worn at all times whilst present in the nursery. The badges shall not leave the premises and shall be left in the basket provided whenever leaving the building. Repeated failure to display a name badge shall be a disciplinary offence. Name badges are the responsibility of each staff member. Replacements due to loss or carelessness shall be chargeable to the employee.

13.7 You must provide your own suitable clothing for cold outdoor activities such as warm coat, hat, gloves and welly boots. A selection of waterproof trousers is provided. You must be equipped to be comfortable in the garden in all weathers.

13.8 For anyone arriving at work inappropriately dressed, we reserve the right to require you to go home and change and you will not be paid for any time lost.

14 SEARCH

14.1 The Company reserves the right to search you and any of your property, including data held on any mobile phone or camera, held on the Company's premises at any time if there are reasonable grounds to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in breach of the Company's rules and regulations.

14.2 Any searches must be reasonable and proportionate, balancing the Company's interests with your rights to privacy under the Human Rights Act 1998 and the Data Protection Act 2018 (GDPR for personal data).

14.3 Personal searches will be carried out by security and/or management as appropriate. Searches will be conducted with your consent and in the presence of at least one agreed witness.

14.4 The Company reserves the right to invite the police to obtain a warrant to search the Company's premises and/or people suspected of possession of stolen or other illegal goods or substances or whom are suspected of committing or having committed any other criminal act.

14.5 The Company will provide a locker for each member of staff. The Company accepts no responsibility for any loss through the use of these lockers.

15 COMMUNICATIONS

15.1 This relates to all written communication including letters, emails and correspondence sent through Connect Childcare (ParentZone).

15.2 Please also refer to the Internet and Email Policy (9) in this Handbook.

15.3 All written correspondence must be written in accordance with best practice and high standards of written communication. The content and language must be consistent with best Company practice. Correspondence should be professional, appropriate and in accordance with Company policies where necessary – eg the Safeguarding Policy, Partnership with Parents Policy.

15.4 Even when sending brief “moments” through ParentZone you must be mindful of professional language and grammar.

15.5 Observations will be checked by the nursery manager or Curriculum Lead.

15.6 Developmental documents such as the Planning and Sequencing document and Progress Check at Two must be completed neatly using professional language.

15.7 Letters must be on Company headed paper, written neatly with correct use of language and grammar. Letters should be PDF’d if emailed.

15.8 Any formal letters must only be sent with the authorisation of the nursery manager or Managing Director.

15.9 Any communication which directly or indirectly commits the Company to financial expenditure, potential loss or has any other financial implication shall be authorised by the Finance Manager.

16 CRIMINAL CONVICTIONS

16.1 At commencement of your employment with the Company you will be required to participate in an enhanced DBS (Disclosure and Barring Service) Status Check to ensure that you do not have any undisclosed convictions.

16.2 If you have an existing DBS Certificate and are on the Update Service when you commence employment with the Company, with your permission, we will search online to see whether there has been any new information since its issue.

16.3 All members of staff are expected to subscribe to the Update Service. Under your contract, or contract addendum, you agree to pay the annual renewal fee and to allow us ongoing access to your information. This permission is given explicitly in the Disqualification Declaration which is completed at commencement of your employment and updated annually at your appraisal. We will check on the Update Service every six months. If you fail to renew your Update Service subscription, you must meet the cost of a new DBS certificate and reapplication to the Update Service.

16.4 During this process there will also be a check of the DBS barred list (children). Inclusion on this list, or failure to disclose any convictions, including those pending, may result in an offer of employment being withdrawn or disciplinary action resulting in dismissal.

16.5 During your employment you are required to inform your Nursery Manager or the Managing Director of any arrests, charges, convictions, court orders, reprimands, cautions and warnings, including road traffic offences, that may affect your suitability to work with children or result in your disqualification. Failure to disclose any convictions may lead to disciplinary action resulting in dismissal.

16.6 Should you become disqualified the Company will inform Ofsted in accordance with the Early Years Foundation Stage (EYFS) and follow any other legal requirements, such as informing the DBS.

17 INCLEMENT WEATHER

17.1 The Company will endeavour to open for business every normal working day regardless of weather conditions. You should observe the Bad Weather, Emergency and Disaster Recovery Policy in the Policy Folder

17.2 The Company expects you to make every reasonable effort to come to work while staying safe. You should go and work at a different BCC nursery if that is possible.

17.3 If it is impossible for you to come into work due to inclement weather conditions, you must telephone within 30 minutes of your scheduled starting time to inform your manager.

17.4 If you cannot make it to your workplace due to inclement weather, you should take the day as an unpaid workday or a holiday.

17.5 If inclement weather conditions cause a substantial delay in your arrival at work, you should notify your manager as soon as possible. Lost time will be unpaid or made up with the prior authority of your manager.

17.6 If the Company decides that in the interests of health and safety you should be permitted to leave for home before the end of their normal working day / shift due to weather conditions then you will be paid at your basic rate as if you had stayed at work until the end of your normal working day / shift.

18 DISCIPLINARY POLICY

18.1 The Company always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens, the Company will do its best to deal with the matter fairly and will pay particular attention to the need to give you every opportunity to explain your version of events.

18.2 The Company reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Company.

Definition of Misconduct

18.3 Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this Handbook will be treated as misconduct under the disciplinary procedure. While you will not usually be dismissed for a first offence, a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

Definition of Gross Misconduct

18.4 Gross misconduct is behaviour which is fundamentally at odds with your duty to the Company and your colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

18.5 It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will normally fall into this category – some of which are then explained in more detail below:

- Persistent lateness or repeated unauthorised absence;
- Deliberately failing to attend work without proper excuse or in breach of management instructions;
- Theft;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Unlawful discrimination, harassment, including sexual harassment, or victimisation;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of the Company property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Bringing the organisation into serious disrepute;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;

- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under the Company Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Repeatedly working from home contrary to the terms of your employment contract and without the prior written approval of management;
- Failing to work your contractual hours while working from home or as part of a hybrid working arrangement, or giving false or misleading information relating to your hours of work and activities while working from home;
- Any illegal act during working time or on Company premises;
- Failing to follow a Company policy or procedure when this could have serious consequences, eg safeguarding, child safety, health and safety; and
- Any act described as gross misconduct elsewhere in this Handbook.

Dishonesty

18.6 It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Company, colleagues or any third party. However, it also includes you seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

18.7 It does not matter if any amount of money at issue is small. The Company regards any dishonesty by you as gross misconduct which will usually result in dismissal.

Refusal to carry out instructions

18.8 The Company expects you to work in a spirit of cooperation with your colleagues and managers for the good of the business as a whole. You are required to carry out your managers' instructions and a deliberate and wilful refusal to do so will be gross misconduct.

18.9 If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Policy 19). However, doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

Informal Action

18.10 Most minor acts of misconduct can be dealt with informally through discussions between you and your nursery manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

18.11 Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

Investigation

18.12 If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

18.13 You will be given reasonable prior notice of any investigation meeting. This notice will include details of the time, date, location, and purpose of the meeting.

Suspension

18.14 If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Company will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Company and its employees, and the children. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made with you. This is not a disciplinary sanction and should not been seen as a predetermination of any disciplinary process.

Hearing

18.15 Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

18.16 To ensure that you have adequate time to prepare for the hearing, the Company will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Company may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Company and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

18.17 You will be invited to any disciplinary hearing by letter and given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Company will generally try to give at least two days' notice of any hearing and in complicated cases a longer period of notice may be given.

18.18 The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate Senior Manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

The Right to be Accompanied

18.19 You are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of your choice. The Company will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to you to arrange for a companion to attend the hearing.

18.20 If your chosen companion cannot attend on the day scheduled for the hearing then the Company will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

18.21 The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

Evidence

18.22 The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Company will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form. You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

Disciplinary action

18.23 After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

18.24 A warning will stay active for a period of 1 year, after which it will not be taken into account in any future disciplinary action.

18.25 If however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

18.26 A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

18.27 If you are found to have committed further misconduct during a period covered by a final written warning you will, following a hearing conducted in accordance with this procedure, generally be dismissed.

Dismissal

18.28 You will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

18.29 Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Company property or a deliberate refusal to obey a reasonable instruction. See above for more details.

Appeal

18.30 You may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

18.31 The appeal will consider any grounds you choose to put forward and you will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

Employee Absence

18.32 It is important that disciplinary issues are dealt with promptly. The Company may therefore need to proceed with a disciplinary hearing even if you are absent due to ill health or simply do not attend. Before hearing the matter in your absence, the Company will attempt to arrange the hearing in such a way that you will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on your behalf.

19 GRIEVANCE POLICY

Dealing with grievances informally

19.1 The Company aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your room leader. If that is not possible then you should speak to your nursery manager who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Formal grievance procedure

19.2 Examples of issues that could be dealt with under the grievance procedure include:

- terms and conditions of employment;
- health and safety;
- work relations;
- bullying and harassment;
- new working practices;
- working environment;
- organisational change; and
- discrimination.

19.3 The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

19.4 The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Management Procedure or Sickness Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

Raising a Grievance

19.5 If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

19.6 A grievance will normally be dealt with by your nursery manager and should be addressed to them directly. Where the grievance is directly concerned with your nursery manager's behaviour, however, you should submit your grievance to the Managing Director who will arrange for somebody who is not directly involved in the issue to deal with it.

Grievance Hearing

19.7 A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. There may be some cases where your grievance can be dealt with in writing, subject to your agreement. You will have the right to be accompanied by a fellow employee or trade union official to any

grievance hearing. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

19.8 Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

Allegations of Misconduct

19.9 Where you are making allegations of misconduct on the part of other employees then the Company may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedures. Where this happens the grievance will be held over until the disciplinary process has been concluded and it may not be possible for the Company to provide you with specific detail in relation to what disciplinary action, if any, has been taken.

Relationship with Other Procedures

19.10 Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Company may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

Appeals

19.11 If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing stating your full grounds of appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have the right to be accompanied at the appeal by a fellow employee or trade union official. The outcome of any appeal will be final.

20 EQUAL OPPORTUNITIES POLICY

Equal Opportunities Statement

20.1 We are committed to encouraging equality, diversity and inclusion among our workforce. The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

20.2 We are fully committed to:

- Treating all of our employees and job applicants equally in all aspects of employment including: recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.
- Creating a working environment that is free of bullying, harassment, victimisation, and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
- Training managers and all other employees about their rights and responsibilities under this equal opportunities, diversity and inclusion policy.
- Employing, training and promoting employees on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this policy these are known as the "Protected Characteristics".
- Making opportunities for training, development and progress available to all employees, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Company.

20.3 We will not condone any form of bullying, harassment, or unlawful discrimination whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

20.4 You have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Policy against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render you liable to summary dismissal.

20.5 You should understand that you, as well as the Company, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of your employment, against fellow employees, customers, suppliers and the public.

20.6 You should draw to the attention of your nursery manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an anyone who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. You should support colleagues who suffer such treatment and are making a complaint.

Discrimination

20.7 You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace,

outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

20.8 The following forms of discrimination are prohibited under this policy and are unlawful:

- **Direct discrimination** - when someone is treated less favourably than another person because of a Protected Characteristic.
- **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- **Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- **Victimisation** – when you are treated less favourably because you have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
- **Disability discrimination** - this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Recruitment

20.9 The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our equal opportunities policy statement at all stages of recruitment and selection.

20.10 Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

20.11 Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

20.12 The selection process will be carried out consistently for all jobs at all levels. We will ensure that this Equal Opportunities Policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

20.13 The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

20.14 With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

20.15 All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

Training, transfer and promotion

20.16 We will take such measures as may be necessary to ensure the proper training, supervision and instruction for all managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable managers to deal more effectively with complaints of bullying and harassment.

20.17 We will also provide training to all employees to help them understand their rights and responsibilities under the equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of bullying and harassment.

20.18 All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics. Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

20.19 When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

Terms of employment, benefits, facilities and services

20.20 All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

Equal pay and equality of terms

20.21 We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

Disabilities

20.22 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

20.23 If you experience difficulties at work because of your disability, you may wish to contact your nursery manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your nursery manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

20.24 We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

21 HARASSMENT AND BULLYING POLICY

21.1 The Company is committed to providing a working environment free from harassment and bullying, which includes sexual harassment, and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions or on social media.

21.2 It covers harassment and bullying by staff (which may include consultants, contractors and agency workers) and also by third parties such as clients, customers, suppliers or visitors to our premises.

21.3 The Company has carried out an assessment to assess the risk of different forms of harassment, including sexual harassment and third-party harassment, occurring in our workforce, including in different roles, the steps we could take to reduce those risks and which of those possible steps are reasonable. This risk assessment will be reviewed annually.

What is harassment?

21.4 Harassment is any unwanted physical, verbal or non-verbal **conduct** that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

21.5 Unlawful harassment may involve **conduct:**

- **related to a protected characteristic** of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- of a sexual nature (**sexual harassment**); or
- of **treating someone less favourably because they have submitted, or refused to submit to, sexual harassment or harassment related to sex or gender reassignment** e.g. where a manager gives a junior employee a poor performance review because they rejected the manager's sexual advances.

21.6 Harassment is unacceptable even if it does not fall within any of these categories.

21.7 Harassment may include (this is a non-exhaustive list), for example:

- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender;
- disclosing or threatening to disclose someone's sexual orientation or gender identity against their wishes;
- offensive e-mails, text messages or social media content; or
- mocking, mimicking or belittling a person's disability.

21.8 Sexual harassment does not need to be sexually motivated; it only needs to be sexual in nature and may include (this is a non-exhaustive list), for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;

- continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- intrusive questions about a person's private or sex life or a person discussing their own sex life; or
- sending sexually explicit e-mails or text messages or sexual posts/contact on social media.

21.9 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment; or sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

What is victimisation?

21.10 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- Bringing proceedings under the Equality Act 2010.
- Giving evidence or information in connection with proceedings under the Equality Act 2010.
- Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- Alleging that a person has contravened the Equality Act 2010.

21.11 Victimisation may include (this is a non-exhaustive list), for example:

- Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment/sexual harassment.
- Excluding someone because they have raised a grievance about harassment/sexual harassment.
- Failing to promote someone because they accompanied another staff member to a grievance meeting.
- Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

21.12 **Harassment/sexual harassment and victimisation are unlawful and will not be tolerated.** The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment. Any disclosure that sexual harassment has occurred, is occurring, or is likely to occur may amount to a protected disclosure under the rules on whistleblowing. Workers are also entitled to raise concerns about sexual harassment through the Whistleblowing Policy instead if they reasonably believe the matter is in the public interest. Harassment/sexual harassment or victimisation may lead to disciplinary action up to and including dismissal without notice if they are committed:

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

21.13 The Company will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

21.14 If any harassment/sexual harassment or victimisation of staff occurs, the Company will take steps to remedy any complaints and to prevent it happening again. Action may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

What is third-party harassment?

21.15 Third-party harassment occurs where a person is harassed/sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation, or unwelcome sexual advances, from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

21.16 While an individual cannot bring a claim for third-party harassment alone, it can still result in legal liability when raised in other types of claim and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy. Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

21.17 The Company will take active steps to try to prevent third-party harassment of staff. Action may include: information in terms and conditions; providing regular training for managers and staff to raise awareness of rights related to sexual harassment and of this policy; provide specific training for managers to support them in dealing with complaints; take steps to minimise occasions where staff work alone; where possible ensure that lone workers have additional support; carry out a risk assessment when planning events attended by clients/customers and/or suppliers. If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises and reporting any criminal acts to the police.

What is bullying?

21.18 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

21.19 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), for example:

- physical or psychological threats;
- overbearing and intimidating levels of supervision;
- inappropriate derogatory remarks about someone's performance.

21.20 However, legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

If you are being harassed/sexually harassed/victimised/bullied

21.21 If you are being harassed/sexually harassed/victimised/bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your nursery manager or the Managing Director who can provide confidential advice and assistance in resolving the issue informally or formally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under the Grievance Policy and it will be dealt with under that procedure, taking into account the below.

21.22 The Company will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

21.23 Once the investigation is complete, the Company will inform you of the decision. If it is considered that there is a case to answer and the harasser or bully is an employee, the matter will be dealt with under the Disciplinary Policy as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. If the harasser or bully is a third party such as a customer or other visitor, the Company will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, the Company will consider how best to manage any ongoing working relationship between you and the person concerned.

Protection and support for those involved

21.24 Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Policy.

21.25 Any disclosure that sexual harassment has occurred, is occurring, or is likely to occur may amount to a protected disclosure under the rules on whistleblowing if you reasonably believe the matter is in the public interest. Workers may raise concerns about sexual harassment under this policy or under our Whistleblowing Policy.

21.26 The Company will review this policy regularly and monitor its effectiveness. This will include monitoring the treatment and outcomes of any complaints of harassment, sexual harassment or victimisation received to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

21.27 Support and guidance can also be obtained from the following external services:

- The Equality Advisory and Support Service (www.equalityadvisoryservice.com).
- Protect (www.protect-advice.org.uk).
- Victim support (www.victimsupport.org.uk).
- Rights of women (England and Wales) (www.rightsofwomen.org.uk)

Record-keeping

21.28 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

22 EQUAL PAY POLICY

22.1 The Company is committed to the principle of equal pay for men and women. In this context “pay” includes not only remuneration but also other benefits of employment such as promotion and training opportunities and access to facilities provided within the employment package from time to time.

22.2 The Company is committed to introducing and maintaining pay systems which are transparent, based on objective criteria and free from sex bias.

22.3 Women and men employed by the Company are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.

22.4 You should raise any query concerning your pay with the Managing Director. If this cannot be resolved informally, you can raise a grievance concerning your pay and its evaluation in accordance with the Grievance Policy.

23 STRESS POLICY

Scope

23.1 We are committed to protecting the health, safety and wellbeing of our staff. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect the wellbeing of staff at work. We want to support the mental wellbeing of all our staff and will provide appropriate support for staff who are suffering from stress or mental ill health, on a confidential basis where appropriate, regardless of its source.

23.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

Procedure

23.3 You should ensure that you are familiar with this policy and act in accordance with its aims and objectives. You should plan and organise your work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by nursery managers and the Managing Director. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to their nursery manager.

23.4 Stress at work can come about for a variety of reasons. It may be excessive workload, unreasonable expectations, or overly-demanding work colleagues. The Company will try to ensure that you are in a pleasant working environment and that you are as free from stress as possible.

As a Company, we will:

23.5 Promote a culture of open communication. We want you to feel confident that any concerns you raise about your work or working environment will be addressed. We will provide both formal and informal means for you to raise concerns.

23.6 Provide training for managers in good management practices.

23.7 Take account of stress and mental wellbeing when planning and allocating workloads. We will provide opportunities to discuss these through our appraisal and one-to-one supervision processes.

23.8 Monitor working hours and overtime to ensure that you are not overworking and monitor holidays to ensure that you are using your entitlement.

23.9 Ensure risk assessments include or specifically address work-related stress.

23.10 Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.

23.11 Ensure that in any workplace reorganisation our change management processes are designed to minimise uncertainty and stress.

23.12 Implement policies and procedures to address factors that can cause stress at work, or add to personal stress, in particular so that we can:

- provide a workplace free from harassment, bullying and victimisation; and
- address inappropriate behaviour through disciplinary action.

23.13 Provide training to help all staff understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.

23.14 Provide support services such as occupational health and mental health first aiders for staff affected by or absent by reason of stress.

Understanding stress and mental health

Please also refer to the Wellbeing and Mental Health Policy (46) in this Handbook.

23.15 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

23.16 Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.

23.17 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

23.18 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.

Addressing work-related stress

23.19 If you believe you are suffering from work-related stress you should discuss this with your nursery manager in the first instance. If you feel unable to do so you should contact the Managing Director.

23.20 Once an issue affecting your health comes to the attention of your nursery manager will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:

- A review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate.
- Where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Policies.

- Referral for medical advice, treatment and/or a medical report to be provided by occupational health or any specialist or GP who has been treating you.
- If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

23.21 Following action to reduce the risks, they shall be reassessed. If the risks remain unsustainable by you, efforts shall be made to reassign you to other work for which the risks are assessed as tolerable. Should you be unable to adjust to these arrangements, you should raise your concerns through the Grievance Policy

Confidentiality

23.22 Information about stress, mental health and mental wellbeing is highly sensitive. Every member of staff is responsible observing the high level of confidentiality that is required when dealing with information about stress or mental health whether they are supporting a colleague or because they are otherwise involved in the operation of a workplace policy or procedure.

23.23 Breach of confidentiality may give rise to disciplinary action. However, there are occasions when information about stress or mental wellbeing needs to be shared with third parties. For example:

- Where steps need to be taken to address work-related stress such as reallocating work within a team.
- Where medical advice is required on how to support a member of staff, address issues raised by work-related stress or address issues raised by mental ill health.
- Where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place.
- Where a member of staff presents an immediate danger to themselves or others.

In these circumstances, wherever possible, matters will be discussed with you before any action is taken.

24 RELATIONSHIPS AT WORK

Scope

24.1 This policy covers all employees of the Company. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.

24.2 The Company values the integrity of professional relationships between its employees and in order that the Company's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.

Procedure

24.3 In the context of this policy, a personal relationship is defined as:-

- a family relationship; or
- a sexual/romantic relationship

24.4 Both the Company and any employees who are in personal relationships with any other employee, or nursery parent or family member of a child attending a nursery, shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.

24.5 If you become involved in a personal relationship with a fellow employee, it is the responsibility of both individuals to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to the Managing Director particularly where the relationship is between a manager and their subordinate.

24.6 You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.

24.7 If you are involved in a personal relationship you should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, customers and clients.

24.8 Where a personal relationship exists between employees who are in a management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or director should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or director will treat these matters in confidence.

24.9 If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the sexual harassment policy. Sexual harassment is defined as "any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment". If you are involved in personal relationships at work you should

ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party's position in relation to another.

24.10 If you are, or have been, involved in a sexual/romantic relationship with another member of staff, and you do not consider your involvement to be truly consensual, you have the right to complain under the Harassment Policy or Grievance Policy.

24.11 Applicants for employment within the Company will be asked to declare whether they are in a personal relationship with any existing employee of the Company. The existence of a relationship between an applicant and an employee will not bar anyone from applying to the Company for employment, but relationships must be declared at the outset.

24.12 External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.

24.13 If you are uncertain about whether you should take action regarding a personal relationship (whether your own or someone else's relationship that is affecting you) you are invited to seek guidance in confidence from the Managing Director.

24.14 You should be aware that a breach of this policy could lead to disciplinary action being taken.

25 MATERNITY POLICY

Ante-natal Care

25.1 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care. The Company asks that you are considerate to your colleagues and make every effort to book appointments outside your shift time or at the beginning or end of shifts to cause the least disruption.

25.2 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours. If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right, you should notify the Nursery Manager of the date and time of the appointment.

Maternity Leave

25.3 You are entitled to a maximum of 52 weeks maternity leave comprising of Ordinary Maternity Leave and Additional Maternity Leave.

25.4 You are entitled to Maternity Leave provided you notify the Company on or before the 15th week before the baby is due of:

- your pregnancy; and
- your Expected Week of Childbirth (EWC); and
- the date on which you intend your Ordinary Maternity Leave to start. This date cannot be earlier than the 11th week before the EWC; and

You must also provide the Company with the original Maternity Certificate (MAT B1) issued by your doctor.

25.5 Ordinary Maternity Leave is a maximum of 26 weeks in duration.

25.6 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.

25.7 Ordinary Maternity Leave commences on the date chosen by you except:

- where you are absent from work for a pregnancy-related reason (supported by a Fitness for Work note) in the four weeks before your EWC, when your leave begins on the day after the first day of absence.
- where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.

Additional Maternity Leave

25.8 You will be entitled to Additional Maternity Leave. This is an additional period of 26 weeks' maternity leave following immediately after the end of the Ordinary Maternity Leave. You therefore receive a total maximum period of maternity leave of 1 year.

Information from you - Intended Start of Maternity Leave

25.9 At the same time as giving the Company the Maternity Certificate and informing us of your pregnancy, you should also give notice of the date on which you intend to start maternity leave. If you cannot provide this information on or before the 15th week before the EWC you should do so as soon as is reasonably practicable.

25.10 If you change your mind about your intended start date of leave, you must give the Company at least 28 days' notice either before the original or new start date of leave, whichever is the earliest.

25.11 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Company may refuse to allow you to start your maternity leave until the 29th day after receipt of notice.

Information from the Company - Expected Date of Return

25.12 Within 28 days of receiving your notice of intended start of Maternity Leave, the Company will send you a letter stating the expected date of your return from maternity leave.

25.13 The Company will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

25.14 If maternity leave is triggered automatically by pregnancy-related absence in the four weeks before the EWC or by premature birth, the Company will notify you of your new expected return to work date within 28 days of receiving notification of the absence or birth.

Maternity Payment Period

25.15 Most employees are entitled to maternity benefit for the first 39 weeks of Maternity Leave. Maternity benefit is either Statutory Maternity Pay paid by the Company or Maternity Allowance paid by the Department of Work and Pensions.

Statutory Maternity Pay

25.16 You will qualify for Statutory Maternity Pay (SMP) if:

- you have been employed by the Company for 26 weeks prior to the 15th week before EWC; and
- you pay sufficient National Insurance Contributions; and

- you notify the Company at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Company an explanation of the delay.

25.17 SMP will not be paid before the 11th week before the EWC.

25.18 There are two rates of SMP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of Ordinary Maternity Leave and the prescribed rate is paid during the following 33 weeks of Maternity Leave giving a total of 39 weeks maximum entitlement of SMP.

25.19 The earnings-related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14th week before the EWC.

Maternity Allowance

25.20 If you do not qualify for SMP, the Company will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.

25.21 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.

25.22 Maternity Allowance is claimed by you from the Department of Work and Pensions (DWP). You would receive Maternity Allowance from the DWP not the Company. It is your responsibility to claim Maternity Allowance from the DWP at a Benefits Office.

Working during the Maternity Payment Period (MPP)

25.23 If you work for the Company during the 26 weeks of your MPP you will receive normal remuneration for the periods you work.

25.24 If you:

- are taken into legal custody, or
- work for another Company

during the Maternity Pay Period you must notify the Company (and the DWP if you are claiming Maternity Allowance) as soon as possible, as your entitlement to SMP or Maternity Allowance may be affected.

Notice of Actual Date of Birth

25.25 You should inform your manager as soon as reasonably practical of your baby's actual date of birth.

Returning To Work

25.26 As set out above, you will have received a letter from the Company stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of

maternity leave to which you are entitled. If you wish to return to work on hours different to those you left on, you will need to apply for Flexible Working in accordance with the Flexible Working Policy, see Section 31 of this handbook. Please note that this is a separate process to your return date.

Returning to Work Earlier than the Expected Date of Return

25.27 If you wish to return before the expected date of return, you must give notice to the Company in writing at least 8 weeks before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay.

25.28 The Company will write to you within 28 days of receipt of your notice to confirm the new intended start date.

25.29 If less than 8 weeks' notice is given by you, the Company may be entitled to refuse to allow you to return to work until the 8-week period has been given.

25.30 In any event you are not permitted to return to work within 2 weeks of the actual date of birth.

Returning to Work Later than the Expected Date of Return

25.31 If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact your manager and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working or provide another authorised reason (such as holiday or parental leave), for your returning late.

The Job

25.32 If you return at the end of Ordinary Maternity Leave, you are entitled to return to the same job.

25.33 It may not be practicable for the Company to offer you the same job after taking Additional Maternity Leave. If this is the case, the Company will offer you suitable alternative employment (unless a redundancy situation arises).

Health & Safety

25.34 Some circumstances exist where the Company may have to suspend you on full pay because of your condition. These circumstances might include:

- where your pregnancy makes you unable to do your job adequately
- where it is unlawful for a pregnant woman to do a particular job
- where you are engaged on night work and produce a medical certificate that states that for health and safety reasons you should not continue working at night
- where a health and safety risk to yourself and/or the baby has been identified but cannot be eliminated.

25.35 Before such action is taken, every possible effort will be made by the Company to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.

25.36 The Company is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Company's Health and Safety Policy for details.

26 PATERNITY LEAVE POLICY

Qualification

26.1 Paternity leave and paternity pay are available to employees who are the father of a newborn child or the spouse or partner of the mother, or an adoptive parent.

26.2 For births or adoption placements before 6 April 2026, you will only qualify for paternity leave if you have 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which the agency notified you have been matched with a child. This qualifying period does not apply to births where the baby is due on or after 5 April 2026 but is born prematurely, or in any case where the mother or primary adopter has died.

26.3 Adopted children; paternity leave and pay applies to employees who receive notice from an approved adoption agency that a match with a child (under 18) has been made and placement started on or after 6 April 2024.

26.4 Paternity leave is available to you if you:

- are the biological father of the child or the mother's husband or partner or one of the adoptive parents; and
- have or expect to have responsibility for the child's upbringing; and
- give appropriate notification to the Company; and
- give the Company a self-certificate to support your entitlement to paternity leave.

26.5 You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple - it is up to you to decide who will take adoption leave and who will take paternity leave.

Duration of Leave

26.6 Up to 2 weeks' leave can be taken.

26.7 The leave can be taken as two consecutive weeks, or two non-consecutive blocks of one week. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.

When Leave can be Taken

26.8 You can choose to start your leave:

- from the date of the child's birth (or date of placement in adoption cases); or
- from a chosen number of days or weeks after the date of the child's birth or placement; or
- from a chosen date.

26.9 The leave must be completed within the first year following birth or adoption, except when the child is born prematurely in which case the leave must be taken within the 52 weeks following the EWC.

Notification

26.10 You must inform the Company of your intention to take paternity leave at least 15 weeks before the EWC. You must give at least 28 days notice before the date you would like to take each period of leave. As an exception to this, if your expected week of childbirth falls between 5 April and 25 July 2026 and you had less than 26 weeks' continuous employment at the end of the 15th week for the expected week of childbirth, 28 days' notice can be given before the date you would like to start paternity leave in order to qualify for paternity leave. For adoption cases, you must notify the Company within 7 days of having been notified that a child will be placed for adoption.

26.11 Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change you need to give the Company 28 days notice of any revision.

Statutory Paternity Pay (SPP)

26.12 SPP is payable during paternity leave, provided you have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week in which the adoption agency notified you of a match, and your average earnings are not less than the lower earnings limit set by the government each tax year. Paternity leave is payable at the statutory rate, which is subject to change every year, or 90% of your average weekly earnings (whichever is lower).

27 ADOPTION LEAVE POLICY

Qualification

27.1 Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly.

27.2 Both paid adoption leave and paid paternity leave will be available to employees who qualify where an approved adoption agency notified the adopter of a match with a child. .

27.3 To qualify for adoption leave, you must:

- have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and
- give the Company appropriate notice; and
- give the Company a Matching Certificate as evidence of entitlement to adoption leave.

27.4 Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

27.5 An employee who adopts a child may also be eligible to take shared parental leave.

Notification

27.6 You are required to inform the Company of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the Company as soon as reasonably practicable with a written explanation for the delay.

27.7 The notice must include the following information:

- when the child is expected to be placed with you;
- when you want to start the adoption leave;

27.8 You can change your mind about the date you want your leave to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable). If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.

27.9 The Company will respond within 28 days of receipt of your notification. The Company will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

Matching Certificate

27.10 You must provide a completed matching certificate (available from the Agency who are placing the child with you).

Time off to attend Adoption Appointments

27.11 Employees who are proposing to adopt may take time off work to attend up to 5 adoption appointments in certain circumstances. Where there are joint adopters, only one adopter is entitled to take paid time off work for these purposes. If you exercise your right to take paid time off to attend an adoption appointment, you may not then go on to take paternity leave in respect of the same child.

Duration of Leave

27.12 You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

When Leave Can Be Taken

27.13 You can choose to start your leave either:

- from the date of placement (whether this is earlier or later than expected); or
- from a fixed date which can be up to 14 days before the expected date of placement.

27.14 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.

27.15 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched you with the child notifies you that the child will not in fact be placed with you or if the child dies or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.

27.16 It should be noted that adoption leave is in addition to parental leave (currently 18 weeks).

Right to Return

27.17 Where you take Ordinary Adoption Leave only (i.e.: up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.

27.18 Where you take Additional Adoption Leave (i.e.: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

Notice of Return

27.19 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Company.

27.20 Where you wish to return to work before the Expected Return Date, you must give the Company at least 8 weeks' notice of the date you intend to return. This notice may be verbal.

27.21 If you fail to give at least 8 weeks' notice of your intended return to work, then the Company may be entitled to postpone your return in accordance with statutory provisions and is not obliged to pay you your normal remuneration until the date on which you actually return to work or the statutory return date, whichever is earlier.

Adoption Pay

27.22 Statutory Adoption Pay (SAP) is available if you:

- have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and
- give appropriate notification to the Company; and
- gives the Company a completed Self Certificate; and
- have average weekly earnings of not less than the lower earnings limit apply to National Insurance Contributions.

Notification

27.23 You must give the Company at least 28 days' notice of the date upon which you expect any payment of Statutory Adoption Pay to begin, unless this is not reasonably practicable.

27.24 You can change your mind about the date you want your SAP to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable).

27.25 If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

Amount Paid

27.26 There are two rates of Statutory Adoption Pay, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of adoption leave and the prescribed rate or the earnings related rate (whichever is lower) is paid during the following 33 weeks of adoption leave, giving a total of 39 weeks maximum entitlement.

27.27 The earnings-related rate of SMP is 90% of your average weekly earnings.

Alternative / Additional Financial Help for Adopters

27.28 If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for income support whilst on adoption leave.

28 PARENTAL LEAVE AND NEONATAL CARE LEAVE POLICY

Parental leave

28.1 Parental leave is a flexible form of unpaid leave designed to help you spend time caring for children. It is usually taken in instalments over the first 18 years of a child's life and is available to employees who have formal parental responsibility for a child.

28.2 The basic entitlement is to 18 weeks of unpaid leave in respect of each child. It must usually be taken before each child's 18th birthday.

28.3 Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with senior management if this applies to you.

28.4 A request to take parental leave should be submitted 21 days in advance. While the Company will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

28.5 No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Company of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

28.6 Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Company with some outstanding parental leave attaching to a particular child.

Shared Parental Leave

28.7 Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

28.8 Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, you may choose to share part of that leave with your partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

28.9 Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

28.10 A parent proposing to take a period of shared parental leave must give the Company 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave.

28.11 Such an arrangement can only be made with the agreement of the Company. While every effort will be made to accommodate the needs of individual employees, the Company may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Company's discretion.

28.12 An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

28.13 Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with senior management who will check that you qualify and help guide you through the procedure.

Keeping In Touch Days/Shared Parental Leave Days

28.14 Employees during a period of maternity and adoption and bereaved partner's paternity leave are entitled to 10 keeping in touch days (KIT days). These allow you to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing your right to subsequent pay entitlements. Employees on shared parental leave are also entitled to 20 shared parental leave in touch days (SPLIT days).

28.15 KIT days and SPLIT days are entirely voluntary and you will not be required to take part, nor is the Company under any obligation to arrange for KIT or SPLIT days.

28.16 Payment, or equivalent paid time off in lieu for working on such days, will be as agreed between the Company and you at the time the KIT or SPLIT day is arranged, but will be deemed inclusive of any statutory pay entitlement and will not be less than the national minimum wage.

During Maternity, Adoption, Bereaved Partner's Paternity or Shared Parental Leave

28.17 The Company is keen to keep in touch with employees who are on extended periods of leave, to inform you of any news and consult you over any changes which may take place in the business. However, Senior Management appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we (nursery and Senior Management) can keep in touch while you are away.

28.18 Please be aware, however, that if an important issue arises on which you need to be consulted, the Company may have a legal obligation to discuss the issue with you and keep you informed.

Neonatal Care Leave

28.19 Employees are entitled to statutory neonatal care leave (SNCL) if a child born on or after 6 April 2025, for whom they have parental responsibility, is receiving, or has received, "neonatal care" which started

within 28 days of birth and has lasted for seven full consecutive days, not counting the day on which the care starts (and in adoption cases, not counting any time spent in neonatal care before being placed/entering GB) (the “qualifying period”). “Neonatal care” means medical care in hospital or any continuing hospital outpatient care (including monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital), or palliative/end-of-life care. The SNCL must be taken for the purpose of caring for the child (save for a subsequent bereavement).

28.20 SNCL can be taken in weekly blocks for every uninterrupted week their child received neonatal care, starting no earlier than the day after the qualifying period (as above), up to a maximum of 12 weeks, and must be taken within 68 weeks of the birth. So, for the first week of SNCL taken, the earliest it can start is on day 9 of being in neonatal care.

28.21 Up until the 7th day after the child stops receiving neonatal care (including if it stops but starts again within 28 days of birth and providing the qualifying period is met), the weekly blocks can be taken either continuously or non-continuously. After that, the weekly blocks must be taken continuously.

Notification

28.22 Up until the 7th day after the child stops receiving neonatal care you only need to give notice to us to take SNCL before you are due to start work on the first day of each week of leave or, where this is not possible, as soon as reasonably practicable. If you have already started work, then officially your SNCL period will start on the following day.

28.23 When giving notice you must specify: the child's date of birth; in adoption cases, the date of placement or the date the child entered GB; the date(s) the child started to receive neonatal care; if it stopped, the date(s) it ended; the date(s) you wish SNCL to begin and how many weeks for; confirmation you are taking the leave to care for the child; and if it is the first notice for that child, confirmation you meet the eligibility requirements as to family relationship with the child.

28.24 Where the neonatal care is ongoing, you must notify us of the date the care ends, as soon as is reasonably practicable. If the child starts to receive neonatal care again, you must notify us of the start date and the end date, as soon as reasonably practicable in each case.

28.25 You can give the above notice by telephone or by email or by letter. However, if telephoning, it would be helpful if it was subsequently put in writing at least within 28 days of the first day your SNCL in order to maintain an accurate record of what is being requested, and in any event must be done so if claiming statutory neonatal care pay (see below).

28.26 After 7 days after the child stops receiving neonatal care, you need to give us at least 15 days’ notice if you want to take a single week of SNCL, or at least 28 days’ notice if you want to take two or more consecutive weeks’ of SNCL. The notice must be in writing and specify the same information as set out above. You can cancel it and/or rebook it with the same amount of notice.

Neonatal Care Pay

28.27 To qualify for statutory neonatal care pay (SNCP) during SNCL, you must have average weekly earnings of at least the lower earnings limit and at least 26 weeks' continuous employment by the end of the relevant week, which is: the 15th week before the expected week of childbirth (in birth and surrogacy cases); the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or the week before the neonatal care starts (in any other case). You will already meet these criteria if you have qualified for statutory maternity/paternity/adoption/shared parental pay. It

is paid at the same rate as statutory paternity pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

28.28 Up until the 7th day after the child stops receiving neonatal care, to claim SNCP you must give notice in writing stating the week(s) in respect of which the payments are to be made and with the same information specified as when claiming SNCL, within 28 days of starting any period of SNCL you are claiming SNCP for. You can provide this information at the same time as giving notice to take SNCL, so long as it is in writing.

28.29 After 7 days after the child stops receiving Neonatal Care, to claim SNCP you must give us the same amount of notice and same information, in writing, as you must give if you want to take SNCL and state the week(s) in respect of which payments are to be made.

Interaction with other family leave

28.30 SNCL is in addition to other forms of statutory leave, so long as it is taken within 68 weeks of the child's birth. So, for example, if you are taking maternity / adoption / paternity leave, you may add a period of SNCL onto the end of that leave. It acts as a "top up" to give back an amount of statutory family leave that an employee has effectively lost while their child is receiving neonatal care.

28.31 If your SNCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted SNCL period will resume straight away after the end the other leave, provided the neonatal care is still ongoing or has ended within the last week. If the neonatal care ended more than a week ago, the remainder of the interrupted NCL must be taken consecutively with any further period of NCL that you are intending to take. Also, if the neonatal care ended more than a week ago and you want to book NCL, you should ensure that it will not be interrupted by the start of another period of family leave you have booked.

29 TIME OFF FOR DEPENDANTS AND CARERS LEAVE POLICY

Dependants

29.1 The Company recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Company as soon as possible that you need this time off, you will be allowed reasonable **unpaid** time off work to deal with such emergencies.

29.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the Company Administrator.

The Emergency

29.3 The right to time off only covers emergencies. If you know in advance that you are going to need time off, you may be able to arrange this with the Company by taking another form of leave, such as parental, maternity, paternity or adoption leave.

29.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:

- is ill and needs your help
- is involved in an accident or assaulted
- needs you to arrange their longer term care
- needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
- goes into labour

29.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral.

Length of Time Off

29.6 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.

29.7 As a general benchmark, no more than a day should be necessary.

Notice

29.8 You must tell the Company as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Company of your absence before your return to work, on you return you should still inform your manager why you were absent.

Carer's Leave

29.9 All employees are entitled to one week's unpaid leave in any 12-month period to provide or arrange care for a dependant with a long-term care need. A "week" for these purposes will be equal in duration to the period you are normally expected to work in a week at the time of making the request. How that is calculated will depend on whether you have non-variable or variable hours of work.

29.10 A dependant is:

- your spouse, civil partner, child or parent;
- someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant, or;
- anybody else who reasonably relies on you to provide or arrange their care.

29.11 A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with their old age.

29.12 The minimum period of carer's leave that can be taken at one time is half a working day, with the maximum period being one continuous week. Leave need not be taken on continuous days.

29.13 You must give notice of your request to take a period of carer's leave. This can relate to all or part of the leave to which you are entitled. The notice must:

- Specify that you are entitled to take carer's leave;
- Specify the days on which you would like to take carer's leave and if you will take a full or a half day; and
- Be given with the following minimum notice periods depending on how many days of leave you want to take: Half a day to 1 day - 3 days' notice; 1.5 to 2 days - 4 days' notice; 2.5 to 3 days - 6 days' notice; 3.5 to 4 days - 8 days' notice; 4.5 to 5 days - 10 days' notice; or 6 days (if you work 6 days a week) - 12 days' notice.

29.14 The notice does not need to be in writing, but it would be helpful if it was in order to maintain an accurate record of what is being requested.

29.15 The Company may, in its absolute discretion, waive the notice length requirement above, and as long as the other requirements are met, the request will be treated as one for carer's leave.

29.16 If the Company reasonably considers that the operation of the business would be unduly disrupted if your request was granted, it may postpone the start of the carer's leave after consulting with you to agree an alternative date(s) which is/are no later than one month after the earliest day or half day of the request. In these circumstances, the Company will give written notice to you of the postponement, setting out the reason for the postponement and the agreed dates you can take the leave. This notice will be given with the following minimum notice periods depending on how many days of leave you want to take: half a day to 1 day - 3 days' notice; 1.5 to 2 days - 4 days' notice; 2.5 to 3 days - 6 days' notice; 3.5 to 4 days - 8 days' notice; 4.5 to 5 days - 10 days' notice; or 6 days (if you work 6 days a week) - 12 days' notice.

30 FLEXIBLE WORKING POLICY

Purpose

30.1 The Company will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

30.2 Requests for a change in working arrangements can be made by any employee. Two requests per employee may be made in any 12 month period (which includes requests that have been withdrawn). However, an employee may have only one live request for flexible working with the Company at any one time.

Procedure

30.3 The request must: be made in writing and state this is a flexible working request (a form is provided); be dated; set out the change requested, including when you would like the change to come into effect; and set out if and when you have made a previous request for flexible working to the Company.

30.4 When a request is received, you will be invited to a meeting to discuss the potential change. The meeting will normally be conducted by senior management. You are entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

30.5 The application may be refused on one or more of several grounds, these being that the proposed changes will result in: a burden of additional cost; a detrimental effect on ability to meet customer demand; an inability to re-organise work among existing staff; an inability to recruit additional staff; a detrimental effect on quality; a detrimental effect on performance; an insufficiency of work during the periods you propose to work; a planned structural change and any other ground allowed by regulations.

30.6 Before refusing a request, the Company will consult with you to discuss the application further, which may include exploring any alternatives that may be available. If no agreement is reached and the request is rejected, this will be confirmed in writing and your terms and conditions will remain unchanged, subject to your right to appeal the decision. The process (including any appeal) will be concluded within 2 months of the request being made, unless a longer period is agreed.

30.7 Any meetings should take place in a spirit of co-operation with both sides seeking to reach agreement on an appropriate way forward.

30.8 Any change in working arrangements which results from this process will be confirmed to you in writing.

30.9 This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Company may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

30.10 As there will inevitably be a limit to the amount of flexibility the Company can tolerate without detriment to its interests, you must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Company to grant it to another.

31 HEALTH AND SAFETY AT WORK POLICY STATEMENT

31.1 The Company recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Company's activities.

31.2 In order to discharge its responsibilities the management will:

- bring this Policy Statement to the attention of all employees;
- carry out and regularly review risk assessments to identify proportionate and pragmatic solutions to reducing risk;
- communicate and consult with our employees on matters affecting their health and safety;
- comply fully with all relevant legal requirements, codes of practice and regulations at International, National and Local levels;
- eliminate risks to health and safety, where possible, through selection and design of materials, buildings, facilities, equipment and processes;
- encourage staff to identify and report hazards so that we can all contribute towards improving safety;
- ensure that emergency procedures are in place at all locations for dealing with health and safety issues;
- maintain our premises, provide and maintain safe plant and equipment;
- only engage contractors who are able to demonstrate due regard to health & safety matters;
- provide adequate resources to control the health and safety risks arising from our work activities;
- provide adequate training and ensure that all employees are competent to do their tasks;
- provide an organisational structure that defines the responsibilities for health and safety;
- provide information, instruction and supervision for employees;
- regularly monitor performance and revise policies and procedures to pursue a programme of continuous improvement.

31.3 This Health and Safety Policy Statement is provided by WorkNest. It is reviewed annually and a copy displayed in each nursery reception. Associated organisational arrangements, systems and procedures, will also be reviewed at least annually, through a WorkNest Health and Safety review, and any procedures will be revised as necessary to reflect changes to the business activities. Any changes to the Policy will be brought to the attention of all employees.

31.4 It is the responsibility of all employees to co-operate in the implementation of this Health and Safety Policy within your areas of influence. You have a legal duty to ensure your own safety and the safety of others (for example, colleagues, visitors, contractors) under the Health and Safety at Work etc Act 1974. You must therefore:

- Comply with any safety instructions and directions issued by the Company.
- Take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you.
- Co-operate with the Company to ensure that the aims of the Health and Safety policy are achieved and any duty or requirement on the Company by or under any of the relevant statutory provisions is complied with.
- Report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury.
- Use equipment or protective clothing provided in accordance with the training you have received.

- Report any potential risk or hazard or malfunction of equipment to the appropriate authority.

31.5 Any failure by you to comply with any aspect of the Company's health and safety procedures, rules or duties will be treated by the Company as serious or gross misconduct.

31.6 You have a responsibility to observe all safety rules and to co-operate with the manager charged with responsibility for the implementation of the Company's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of yourself and others.

32 ALCOHOL, DRUGS AND MEDICATION POLICY

32.1 You must not drink alcohol on the Company's premises or the premises of its customers or clients.

32.2 Any employee who is found consuming alcohol on the Company's premises or the premises of its customers and clients or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Company's Disciplinary Policy.

32.3 Existing and prospective employees may be asked to undergo a medical examination, which will seek to determine whether he/she has taken a controlled drug or has an alcohol abuse problem.

32.4 A refusal to give consent to such an examination or a refusal to undergo the screening will result in the immediate withdrawal of any offer made to prospective employees and will normally be treated as gross misconduct for employees.

32.5 The possession, use or distribution of drugs for non-medical purposes on the Company's premises is strictly forbidden and a gross misconduct offence.

32.6 If the Company suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Company reserves the right to require you to undergo a medical examination to determine the cause of the problem.

32.7 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.

32.8 If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit there is a problem, the Company reserves the right to suspend you from your employment (with or without pay) to allow the Company to decide whether to deal with the matter under the terms of the Company's Disciplinary Policy and/or to require you to undergo treatment and rehabilitation.

32.9 The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that this policy is being or has been infringed or for any other reason. If you refuse to comply with these search procedures, your refusal will normally be treated as gross misconduct.

32.10 The Company reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Company's premises.

Staff Medication

32.11 If you are on any medication, as part of your induction, you will complete a Staff Long-Term Prescribed Medication Agreement (Medication Agreement) which is filed in your personnel folder and scanned to the HR folder. If you take the medication in nursery, you will agree with the nursery manager where the medication is kept (it must be stored in your bag, your locker or the kitchen fridge, securely out of reach of children) and it will be noted on the Monthly Medication Checklist. The nursery manager will ask you to update your Medication Agreement every 6 months.

32.12 If anything changes (eg dose), or you come off the medication then you must update your nursery manager and update your Medical Questionnaire and Medication Agreement.

32.13 If you are prescribed medication by your doctor you must inform your manager. This will be discussed and recorded at your Return to Work Interview (if you have one). Managers and Senior Managers will assess if you can continue to work (if the medication might impact on your ability to undertake your role); undertake a risk assessment as necessary; record discussions on an Important Conversations Form and attach a copy of the details of the medication. You may be asked to update your Medical Questionnaire. Managers must ensure that you only work directly with children if medical advice confirms the medication is unlikely to impair your ability to look after children properly (EYFS 3.19).

33 BEREAVEMENT POLICY

33.1 The purpose of this Policy is to inform staff of the time off the Company is able to offer during the loss of a relative when they feel unable to work.

33.2 You are permitted to take reasonable time off following the loss of a Direct Family Member. A Direct Family Member means spouse, brother, sister, parent or grandparent. The time taken must be discussed with the nursery manager and with Senior Management for managers. Remuneration during this period must be discussed with Senior Management.

33.3 You are entitled to paid time off for funerals of Direct Family Members. This will be put into WhosOff as Bereavement Leave. Unpaid leave or annual leave shall be used for attendance at all other funerals.

33.4 When considering “reasonable time off” we ask that you consider the extra work pressure that will be caused to your colleagues.

33.5 Arrangements for attending funerals must be discussed with your Nursery Manager, or Senior Management for managers.

33.6 Supervision is available if needed in these circumstances.

Parental Bereavement Leave

33.7 You are entitled to statutory parental bereavement leave (SPBL) if a child for whom you have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy, on or after 6 April 2020.

33.8 Leave can be taken as one week, two consecutive weeks, or two separate weeks, at any time within the first 56 weeks after the child’s death.

Notification

33.9 During the first eight weeks after a child has died, you, or someone on your behalf as necessary, need only give notice to the Company to take SPBL before you are due to start work on the first day of leave. If you have already started work, then officially your SPBL period will start on the following day. If you want to cancel it at any time during the first seven weeks you can do so as long as it has not started.

33.10 After eight weeks, you need to give at least a week’s notice to the Company to take SPBL. You can cancel it with a week's notice, or re-book it by giving a week's notice.

33.11 When giving notice to take SPBL, you must tell the Company: the date of the child’s death; when you want your leave to begin; and whether you want to take 1 or 2 weeks leave). You can give notice by telephone or by email or by letter.

Parental Bereavement Pay

33.12 To qualify for statutory parental bereavement pay (SPBP) during such leave you must have at least six months' continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

33.13 To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

Other leave entitlements

33.14 In addition to parental bereavement leave, if you qualified for:

- maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay.
- adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

33.15 If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

33.16 Compassionate leave may be available under our Compassionate Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

Bereaved Partner's Paternity Leave

33.17 This policy is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this policy and the statutory provisions, the latter will prevail.

33.18 Employees are entitled to take statutory bereaved partner's paternity leave (BPPL) if a child's mother/primary adopter has died within 52 weeks of the child's birth/adoption placement and the employee is the child's father or partner of the mother/primary adopter and they have the main responsibility for the child's upbringing and be taking the leave to care for the child.

33.19 Leave can start at any time after your bereavement and be taken as a single period that can last up to 52 weeks after the date of birth/adoption placement. If the bereavement takes place at any point in the last two weeks of that 52-week period, you can take the leave for up to two weeks after the bereavement.

Notification

To start BPPL in the first eight weeks after the bereavement

33.20 You, or someone on your behalf as necessary, need only give notice to us to do so before you are due to start work on the first day of leave. Notice can be given verbally or in writing. You must tell us: the

bereavement date; the child's date of birth/adoption placement; and the leave start date. If you have already started work, then officially your leave period will start on the following day.

33.21 In addition, and no more than eight weeks after the bereavement and at least one week before the return date, you must tell us in writing how long you intend to be absent and the date you intend to return to work. If you intend to return to work more than eight weeks after the bereavement, you must also include, in this written notification, the child's date of birth/adoption placement and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter and that you are taking the leave to care for the child.

33.22 If you want to cancel starting such leave or change the start date to another date also falling within the first eight weeks after the bereavement, you can do so by giving notice no later than the day before it was due to start or the day before the new date (if earlier). If you want to change the start date to a date falling more than eight weeks after the bereavement, the notice must be in writing and given before it was due to start and at least a week before the new date.

To start BPPL more than eight weeks after the bereavement

33.23 To do so, you need to give us at least a week's written notice which contains all the information above, namely: the bereavement date; the child's date of birth/adoption placement; the leave start date; how long you intend to be absent; the date you intend to return to work; and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter (including having the main responsibility for the child's upbringing) and that you are taking the leave to care for the child.

33.24 You can cancel starting such leave, or change the start date, with at least a week's written notice before it was due to start or before the new date (if earlier).

Changing the return to work date

33.25 You can change your return to work date by giving us one week's, or eight weeks' where it was more than eight weeks after the bereavement, written notice before that date or before the new date (if earlier). Your return date cannot be later than 52 weeks after the date of birth/adoption placement.

Pay and other leave

33.26 BPPL is unpaid, save for, if you are entitled to statutory paternity pay and have not yet claimed it, you may do so during your BPPL. Please see our Paternity Leave policy.

33.27 If you are eligible for statutory shared parental leave and pay, this is likely to be more beneficial than BPPL. Please see our Parental Leave policy.

33.28 Compassionate, Bereavement or Dependants leave may be available, at our discretion, under our separate policies.

34 COMPASSIONATE LEAVE POLICY

34.1 In the event you suffer a bereavement involving a member of your family or a close friend, the Company will exercise its discretion to allow reasonable time off. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship you had with the individual.

34.2 In addition, there may be occasions where it may be necessary for you to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

34.3 You will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

35 DATA PROTECTION POLICY

35.1 The Company will process personal data and sensitive personal data (also known as 'special categories' of personal data') relating to you in accordance with our Confidentiality Policy and Privacy Notice (provided through the Company website), as well as in accordance with the relevant data protection legislation.

35.2 The Company may monitor staff in accordance with our policies relating to email, internet, CCTV and communications systems and monitoring at work, as detailed in this Staff Handbook and in accordance with the relevant data protection legislation.

35.3 You will comply with your obligations under the Confidentiality Policy and other relevant policies as directed.

36 VEHICLE POLICY & USE OF MOBILE PHONE POLICY

General

36.1 You are notified individually if you are entitled to use a Company vehicle for the better performance of your duties. Company vehicles are provided as a tool of your trade and not as a benefit. Such entitlement is subject to the following terms and conditions of this policy. In the event of you failing to comply with the obligations under this policy, the Company shall be entitled, at its sole discretion, to withdraw or limit the use of the Company vehicle so provided without giving any reason and without compensation.

Choice of vehicle

36.2 The Company reserves the right to decide by what means Company vehicles will be provided (e.g. by lease or purchase).

36.3 The Company will determine the make and model of vehicle to be provided and reserves the right to change the make and model of such vehicle at its sole discretion.

36.4 The arrangements for the purchase or lease of vehicles will be for the Company to decide in the circumstances.

Running and Other Costs

36.5 The Company will pay/arrange for Company vehicles provided to be comprehensively insured and taxed.

36.6 You are responsible for ensuring that your Company vehicle is kept clean (both inside and out) and are maintained in a roadworthy condition. The Company will arrange all servicing and maintenance.

36.7 Petrol costs incurred on the Company's business will be reimbursed and should be recovered as expenses in the normal way. Copies of garage receipts must be provided to the Company. Credit Card receipts alone will not suffice.

Employee Obligations

36.8 Employees provided with a Company vehicle are required to comply with the following requirements, which are conditions of entitlement to the use or benefit of a Company vehicle:

- to take reasonable care of the vehicle and to keep it in a clean condition;
- to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
- to report at the earliest opportunity to the Company any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event you will be liable to indemnify the Company for such loss;

- to report at the earliest opportunity any incident concerning the police which arises from the use of the Company vehicle;

- to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Company's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the Company vehicle. You are responsible for the above matters, even if not personally driving the Company vehicle at the relevant time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Company.

Accidents

36.9 The Company is mindful of its rising insurance cost and considers 2 or more accidents involving the same employee in any 12-month period to be unacceptable. In such event, the employee concerned will be liable to pay the Company's insurance excess for the third and subsequent accidents. If you have an accident due to your carelessness, negligence or dangerous driving such conduct will be treated as misconduct and might result in dismissal.

36.10 If, for whatever reason, you cease to hold a valid driving licence and should thereby be unable to carry out the employment properly and effectively or attend for work (as the case may be), then in the absence of suitable alternative employment being available you may be liable for dismissal.

Criminal Proceedings

36.11 In the event of either you or the Company becoming involved in criminal proceedings in connection with your use of the Company vehicle, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Company initially paying some of the above liabilities, you will reimburse such sums within 28 days, in default of which you agree that such sums may be deducted from your salary. These provisions also apply where such fines and other liabilities have been incurred by any other person who has used the vehicle.

Termination of Employment

36.12 Where you are summarily dismissed or are not required by the Company to work out the notice period (regardless of who gave notice), you will be obliged to return the Company vehicle on the last day of work in accordance with the Company's instructions and shall not be entitled to any further use or benefit of the vehicle or to any monetary value in lieu thereof.

36.13 The Company may, at its sole discretion, agree to your continued use or benefit of a Company vehicle after the last day at work. Such permission will be given in writing specifying the terms and conditions of such continued use or benefit.

36.14 You shall inform the Company immediately if you are convicted of any offence under road traffic legislation in the United Kingdom or elsewhere. If you are disqualified from driving for any period the Company reserves the right to dismiss you, provided driving is an essential requirement of your job.

Use of Mobile Phones in Vehicles

36.15 As part of our overall health and safety policy, the Company is committed to reducing the risks which its staff face and create when driving or riding for work. The Company asks its entire staff to play their part, whether they use a Company vehicle, their own or a hire vehicle. Staff driving for work must never make

or receive calls on a hand-held mobile phone while driving. Persistent failure to do so will be regarded as a serious matter.

Managers must ensure that:

- they lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues.
- they do not expect staff to answer calls when they are driving
- staff understand their responsibilities not to use a hand-held or hands-free mobile phone while driving
- staff switch phones to voicemail, or switch them off, while driving, or ask a passenger to use the phone
- staff plan journeys to include rest stops which also provide opportunities to check messages and return calls
- work practices do not pressurise staff to use a mobile phone while driving
- compliance with the mobile phone policy is included in team meetings and staff appraisals and periodic checks are conducted to ensure that the policy is being followed
- they follow the Company's monitoring, reporting and investigation procedures to help learn lessons which could help improve the Company's future road safety performance
- they challenge unsafe attitudes and behaviours, encourage staff to drive safely, and lead by personal example by never themselves using a phone when driving.

Staff who drive for work must:

- never use a hand-held or hands-free phone while driving
- plan journeys so they include rest stops when messages can be checked and calls returned
- ensure their phone is switched off and can take messages while they are driving, or allow a passenger to use the phone
- co-operate with monitoring, reporting and investigation procedures.

Variations

36.16 The Company reserves the right, at its sole discretion, to amend or vary any of the terms of this vehicle policy from time to time.

36.17 In the event of such variation or amendments being made, the Company will give reasonable notice of any change.

36.18 Where the Company decides to change its arrangements for the supply of Company vehicles, it may be necessary to replace existing vehicles in the possession of employees with vehicles provided under the new arrangements.

37 ANTI-BRIBERY STATEMENT

37.1 The Company is committed to applying the highest standards of ethical conduct and integrity to its business activities. When acting on behalf of the Company you are responsible for maintaining the Company's reputation and for conducting business honestly and professionally.

37.2 The integrity and reputation of the Company depends on the honesty, fairness and integrity brought to the job by everyone associated with the Company.

37.3 The Company will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.

37.4 The Directors and senior management are committed to implementing and enforcing effective systems throughout the Company to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.

37.5 The Company's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors.

37.6 All employees and any other individuals acting on behalf of the Company are required to familiarise themselves with and comply with the Company's Anti-Bribery procedures.

37.7 A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).

37.8 All employees and any other person acting on behalf of the Company are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or company in order to gain any commercial, contractual or regulatory advantage for the Company in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.

37.9 The Company will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Company's anti-bribery procedures.

37.10 In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Company, you should under no circumstances accept money, gifts or other forms of reward with a value exceeding £10 without prior consent from The Finance Manager. All such reported gifts shall be recorded.

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

37.12 Any breach of the Company's Anti-Bribery procedures will normally be treated as Gross Misconduct.

37.13 You should also note that bribery is a criminal offence.

37.14 The Company will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

37.15 The Company depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Company are expected to report any suspected bribery to the Company following the Company's Anti-Bribery procedures.

37.16 You will receive the support of the Company if you report suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.

38 WHISTLEBLOWING POLICY

What Is Whistleblowing?

38.1 A “whistleblower” is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. The law protects whistleblowers from their employer subjecting them to detriment or dismissal by reason of their having “blown the whistle” and from detrimental treatment by their colleagues. To be protected by the law, the act of whistleblowing must fall within the legal rules and the whistleblower must reasonably believe that their disclosure of wrongdoing is made in the public interest.

Our Policy

38.2 Our business is run in accordance with the law. No employee will suffer a detriment for speaking up if they believe that something is wrong.

38.3 If you have information you believe shows any of the following:

- A criminal offence was committed or is being or is likely to be committed;
- A person has or is or is likely to fail to comply with a legal obligation;
- A miscarriage of justice has occurred or is or is likely to occur;
- Sexual harassment has occurred or is likely to occur;
- The health and safety of any individual has been or is being or is likely to be endangered;
- The environment has been, is being or is likely to be damaged;
- That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

please raise your concerns immediately with Saffia Bullock.

38.4 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

38.5 However, you will still be protected in law if you disclose the information to the following:

- A legal adviser in the course of getting legal advice;
- A Minister of the Crown;
- One of the prescribed persons set out in the Public Interest Disclosure (Prescribed Persons) Order 1999 (e.g. disclosure of a danger to health and safety to the Health and Safety Executive; disclosure of fraud to the Secretary of State for Trade and Industry; disclosure of breach of tax rules to HM Revenue & Customs).

38.6 Disclosure to any other person is not generally protected except in very limited circumstances.

38.7 After you have raised a concern, the Company will decide how to respond in a responsible and appropriate manner. This will usually involve making internal enquiries but it may become necessary to carry out a full investigation which may be formal or informal depending on the nature of the concern raised. The Company will endeavour to complete investigations within a reasonable time.

38.8 The Company will keep you informed of progress and let you know when the investigation is completed. The Company will not be able to inform you of any matters which would infringe any duty of confidentiality owed to others.

38.9 If you use this policy to raise a concern which you reasonably believe to be in the public interest, the Company assures you that you will not suffer any form of retribution or detrimental treatment.

38.10 Any employee who criticises, bullies or victimises a fellow employee by reason of their whistleblowing will be liable to disciplinary action up to and including dismissal, depending on the seriousness of the conduct.

Safeguarding

Please also see the BCC Safeguarding Policy – there is lots of contact information in Appendix 3

38.11 If you have concerns about a child and do not believe that safeguarding procedures are being correctly followed, or that you are not being listened to or your concerns are being dismissed, you must speak to the nursery DSL. If you have concerns about the behaviour of another member of staff, you must speak to the nursery DSL.

38.12 If your concerns are about the nursery DSL, or it is the nursery DSL who is not following procedures or listening to you, you must contact Saffia Bullock the Managing Director.

38.13 If you do not think that the Managing Director is following safeguarding procedures correctly, or is not listening to your concerns, you must contact an outside agency – this can be the NSPCC or Ofsted, or the Local Area Designated Officer (LADO) for concerns about another member of staff:

NSPCC Whistleblowing Advice Line – 0800 028 0285 – this is on the "tea-cup" poster in nurseries

Ofsted Whistleblowing hotline – 0300 12 33 155

LADO – Bristol City – 0117 903 7795; South Gloucestershire – 01454 868 508

38.14 The protections set out above in this Whistleblowing Policy are to reassure you that you will not suffer any form of retribution or detrimental treatment by the Company by contacting Ofsted, the LADO or the NSPCC about any safeguarding concerns.



39 PAY REVIEW POLICY

General

39.1 Pay review for all staff members is at the discretion of the company management.

39.2 Staff who have been employed by the company for less than one full Pay Year shall not receive any pay review except where additional qualifications have been gained or where exceptional performance is noted.

39.3 There is no pay review entitlement for a staff member under a probationary period or under disciplinary measures, including Notices to Improve.

Definitions

39.4 Pay Year - 1st April to 31st March

39.5 Pay review date – 1st April. The date from which revised salary will be paid

39.6 Cost of living – Inflation rate published by UK Government as measured by the Consumer Prices Index (CPI)

39.7 The organisation – Bristol Childcare Ltd, and the nurseries it operates

Objectives

39.8 To ensure pay is in accordance with national policies such as the minimum wage and adherence to equal pay policies and law.

39.9 To create an environment in which childcare professionals are rewarded for hard work and outstanding contribution to the organisation.

39.10 To retain high quality staff and reward real personal and professional progress.

39.11 To help staff understand their career development needs and the success in achieving these.

Method of Calculation

39.12 The total pay review comprises three parts:

- Cost of living review
- Financial performance of the company/nursery review
- Performance and career development review

39.13 The **cost of living review** is at the discretion of the management of Bristol Childcare Ltd and will be determined on the basis of current inflation (published CPI, 1st March each year) as well as previous,

current and future financial performance of the company. Where financially viable, the company will endeavour to maintain real salary levels (i.e. in-line with inflation)

39.14 The **financial performance review** is based on the on-going financial position of the company and individual nursery.

39.15 The **performance and career development** review is based on annual appraisals and a management judgement as to the value you bring to the business. The following criteria will be used to assess this:

- Teamworking
- Flexibility
- Additional skills learned and training undertaken
- Attitude and enthusiasm
- Initiative shown
- Timekeeping
- Reliability
- Ideas brought to the role
- Commitment
- A willingness to engage in CPD

39.16 Where you have gained additional qualifications within the last pay year, this will be taken into account.

40 CONTINUOUS PROFESSIONAL DEVELOPMENT POLICY

Vision

40.1 Continuous Professional Development (CPD) is the ongoing training and education for staff. BCC is committed to CPD because the Company's aim is to deliver consistent high-quality care and teaching which is highly responsive to all children's needs. The Company understands that to achieve this the management team constantly needs to:

- Evaluate practice and teaching; and
- where we find it does not meet our high standards;
- provide focussed professional development which impacts on children's well-being, learning and development.

What is CPD and how does the Company provide this?

40.2 CPD is a cycle – we observe or reflect on practice; identify a need; create a training Priority for Improvement on a Professional Development Plan; do the training; evaluate the effectiveness and impact of that training; update the Professional Development Plan which might include a new Priority for Improvement, then observe and reflect again to maintain the cycle of continuous improvement. See Appendix 1.

40.3 Ways to achieve training include attending external courses, reading journals, visiting other settings, mentoring, meetings, peer to peer observations, supervision, discussions and Cascade Training. Appendix 2 is a chart showing all the things that can be considered part of Professional Development. As well as helping you gain skills and develop your learning, all of these things can also help you create further Priorities for Improvement as good training and learning experiences inspire you to the next challenge.

40.4 You are encouraged and given time for training where appropriate. You have a Professional Development Folder where all CPD paperwork must be kept. This folder should be taken to all CPD meetings including appraisals and must be kept at nursery in lockers.

40.5 You shall ensure that you receive no less than 10 hours CPD each year, running from September to September. This shall be in addition to training which is necessary for the safe conduct of the job or is required by law. Such training includes First Aid, Fire Warden and Safeguarding training. This will be checked and discussed at appraisals, supervision and other Professional Development meetings.

Professional Development Plan

40.6 You have a Professional Development Plan (folder 1.4.1) on which personal areas for development are recorded. You are encouraged to reflect on your practice and teaching and set yourself Priorities for Improvement, but room leaders, managers, CLs and Senior Managers can also suggest Priorities for Improvement following observation of your practice, teaching, observations and assessment.

40.7 Information from many aspects of professional development will feed into creating the Priorities for Improvement, such as peer to peer observations, feedback from the Manager and CL, supervision and room development plans. Appendix 2 shows what can inspire you to create their Priorities for Improvement and all of these things are also considered CPD. This creates a continuous cycle of training, improvement and further training goals.

40.8 Professional Development Plans are kept in your Professional Development Folder and should be discussed at appraisals, supervision meetings, mentoring meetings and meetings with managers or room leaders.

40.9 You can ask to discuss your development with a manager at any time if you feel you have worked on a Priority for Improvement and wish to add others. Notes of discussions are recorded on the form as well as an evaluation of the impact of that training on children's well-being, learning and development. When a form is completed, a new one is started and the date noted on the previous form so that there is a continuous flow of development, evaluation and new Priorities for each member of BCC staff. Old forms must be kept in the Professional Development Folder for up to a year to show progression.

40.10 Should you fail to engage with this Professional Development process or make any progress, the manager or mentor will refer this to the Managing Director who will meet with you to discuss reasons for this and support you through the process. New Priorities may be written with deadlines given or procedures may be initiated under the Poor Performance Policy.

Training Co-ordination

40.11 Professional Development is co-ordinated by the nursery manager. You must liaise with the nursery manager to request and organise training, including but not limited to external courses, in accordance with your Priorities for Improvement.

40.12 The Company acknowledges that not all training needs to happen as an external training course, so will be creative in how it helps you achieve training needs identified.

40.13 BCC Cascade Training is held once a year, from 9.30 until 12 on a Saturday morning or from 6 until 7.30pm on a weekday evening. You are expected to attend all such sessions unless prior notice is given to the Managing Director. Dates are given in advance and those returning from maternity leave are also expected to attend as you will have been kept informed. You will be paid £25 for attending Cascade Training.

40.14 You are expected to read Nursery World and other publications to keep yourself updated with childcare issues. This reading will count towards the 10 hours. To assist with this each Nursery has a subscription and you can also access Nursery World articles online with a password which is provided to all.

Administration and Payment

40.15 When booking training, consideration must be given to staffing for that day and training may not be possible if two members of staff are already on holiday or out of nursery.

40.16 Due to the nature of the business, some group training has to be held during evenings or weekends. You are expected to attend all group training unless a valid reason is given. The level of attendance will be noted and used to inform salary reviews.

40.17 Time for training carried out during normal working hours, (internal and external) shall be considered as normal working hours and paid as such. Time spent for training outside normal working hours shall not be payable unless otherwise indicated by the Managing Director prior to attendance. Normally, time will be paid as overtime or hours given back during that working week.

40.18 Where training (other than Cascade Training) takes place on a Saturday, the rate of pay will be advised in each situation.

40.19 Where training takes place no more than 10 miles from the normal place of work during working hours, no additional payments for travel costs shall be made by BCC. Where the training takes place outside normal working hours, a £12 allowance per session is payable to cover additional costs. For training which takes place more than 10 miles from the normal place of work, you are entitled to reasonable travel expenses agreed with the Managing Director prior to incurring the cost.

40.20 Should a course cost more than £70, you will be asked to sign a Training Fees Agreement whereby costs of training are paid back to BCC on a sliding scale should you leave within a year of the course.

Evaluation of Training, Impacts and Next Steps

40.21 When attending an external course, you should take these forms with them to fill out on the day of your course while the information is fresh. These evaluation sheets should be discussed with the manager before they are filed in the individual's Professional Development Folder. If Inspired by my Training sheets are put on display they must be filed in an individual's Professional Development Folder when taken down. Through discussions with the manager, you should organise to cascade what you have learnt, to your room team, at staff meetings, or at group Cascade Training, as appropriate.

40.22 Through evaluating your training you must reflect on whether you have achieved any Priorities for Improvement on your Professional Development Plans or have discovered other Priorities that you would like to work towards. You can discuss this with managers, mentors or CL's as appropriate. See below.

Appraisals

An **appraisal** is a formal performance related review to evaluate the individual's strengths and areas for development and individual performance against agreed objectives over an agreed period of time.

40.23 All staff have an annual appraisal. To prepare for this you fill in an Appraisal Form, the contents of which are discussed during the meeting (folder 1.4.4). The nursery manager will fill in a Spot Check document which will be discuss at the appraisal.

40.24 Long term targets and areas for improvement will be agreed at the appraisal and noted on your Professional Development Plan as Priorities for Improvement. Priorities for Improvement are continuously monitored and updated. However, if considered necessary, some will be monitored and updated by the Managing Director throughout the year through a series of follow up meetings, the first date of which will be decided at the appraisal.

40.25 Appraisal material is kept in a secure and confidential environment; documents are scanned to the confidential HR folder. You keep the original Appraisal Form in your Professional Development Folder.

40.26 Your performance appraisal forms part of your annual salary review.

Spot Checks

40.27 Managers, room leaders and senior managers can carry out a "spot check" (folder 1.4.1) as a way to ensure policies are being followed. Any issues discovered will be discussed with you and Priorities for Improvement can be added to your Professional Development Plan. Issues can also be added to Room Development or Nursery Development Plans. All paperwork will be filed in your Professional Development Folder.

Peer to Peer Observations

40.28 Peer to peer observations are used to help with development. They may be used to help you achieve a Priority for Improvement or just to help staff share good practice and ideas. Mentors should use peer to peer observations during the probation period.

40.29 Where you need to develop an area of practice, you may be asked to observe another member of staff who is strong in that area. This will hopefully support you in understanding how you can improve your practice.

40.30 Comments are noted on a form (folder 1.4.1) after the observation has finished, and should be shared between the observer and observee, and then with your mentor and/or nursery manager and Managing Director as necessary. Documents are filed in your Professional Development Folder and scanned to the HR folder.

40.31 Suggestions for Peer to Peer Observations can come from appraisals, mentors, CLs, managers, senior managers and you. The aim is to match your practice needs with another's practice strengths for the benefit of both individuals as well as the nursery, children and staff team.

Working at other BCC Nurseries

40.32 The Company believes there can be benefit in working in other BCC nurseries. Practitioners can gain different perspectives and new ideas. You may be asked to observe practice at another BCC nursery as part of a peer to peer observation.

40.33 If you attend another BCC setting you will receive a £10 travel allowance for each day worked at a BCC nursery other than that named as your main place of work in the contract of employment. A day means a shift of more than two hours. If you are working at another BCC setting for more than 2 weeks, you will be paid for the extra travel by additional mileage or additional public transport costs. These must be submitted to the payroll department.

Reflective Practice

40.34 You are encouraged to constantly reflect on your practice and evaluate how you can improve, individually and as a team. This is part of the Company's self-evaluation process and ties in with the Professional Development Plan as above. The Company encourages nursery teams to use the Ofsted Inspection Toolkit to assist with self-evaluation and documents are available to guide this. Please see the Self-Evaluation Policy in the Policies Handbook.

40.35 You are encouraged to reflect on your practice and if possible, solve any issues yourself. If any issues are affecting your work, you can request supervision.

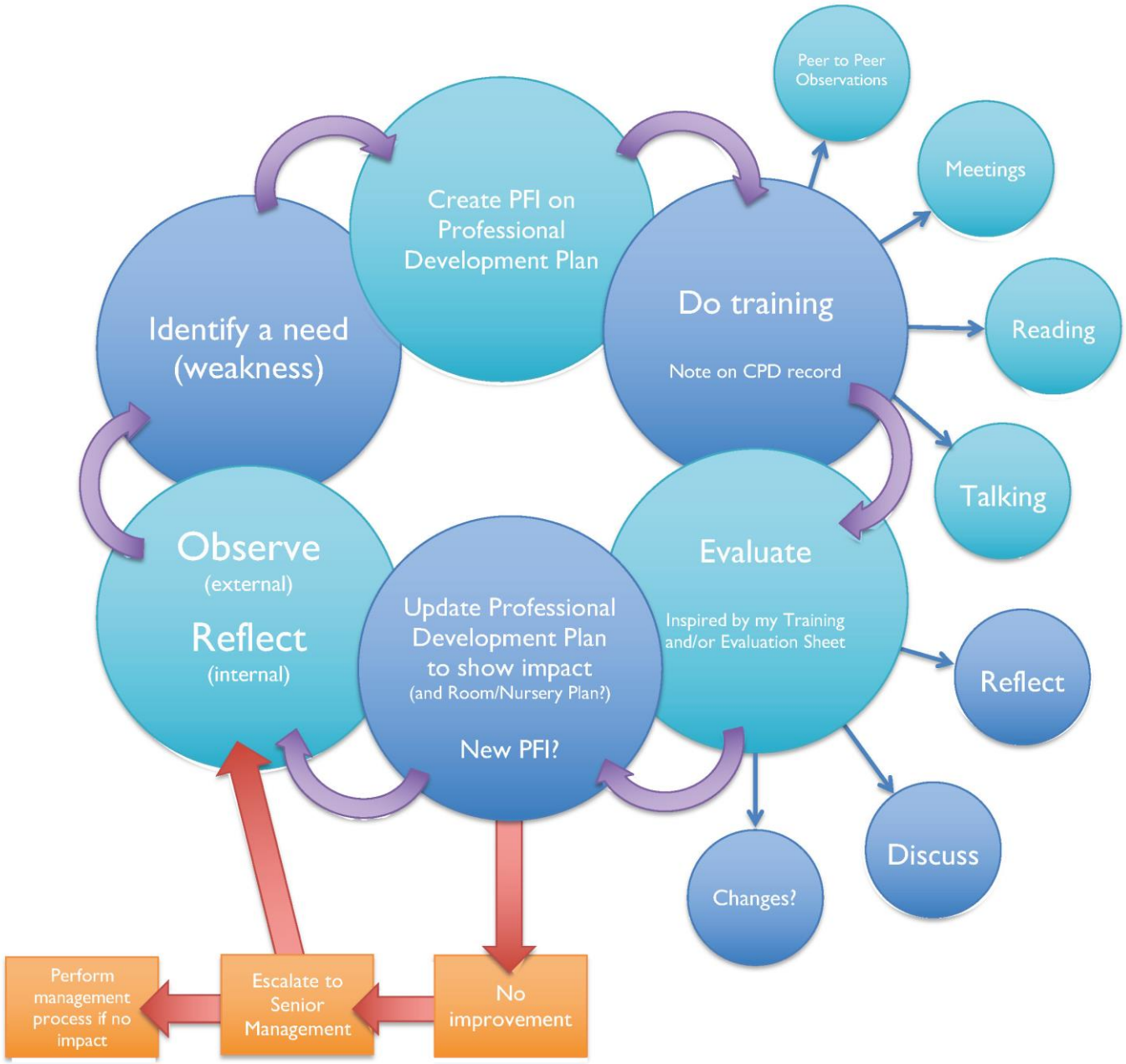
Working with assessors and trainers

40.36. If you are undertaking training or qualifications outside the setting, managers, CLs and mentors, as appropriate, will be proactive in feeding back any concerns about your practice to trainers and assessors who visit the setting to observe you. This will be done consistently each visit, not left until you are nearing qualification or sign off. Any forms must be filled in reflecting an honest professional opinion and feedback must also be given in an honest professional way, remembering that the Company is always mindful of whether you are a "suitable person" under the EYFS and whether you demonstrate the standards expected of a Bristol Childcare practitioner.

CONTINUOUS PROFESSIONAL DEVELOPMENT POLICY

Appendix 1 – Cycle of Professional Development

CYCLE OF PROFESSIONAL DEVELOPMENT



CONTINUOUS PROFESSIONAL DEVELOPMENT POLICY

Appendix 2 – Chart Showing What Is Professional Development and how all these things can also help staff decide on Priorities for Improvement

At BCC, we have a "culture of learning". This means that we are all aware that we are constantly learning in lots of different ways…

PROFESSIONAL DEVELOPMENT

What helps you decide your priorities for improvement?

All these things:

1. are ways to achieve continuing professional development; and

2. can help inspire you to create priorities for improvement



Good training should inspire you to the next challenge as well as teach and inform you

41 MEETINGS

41.1 Staff meetings are a useful way to disseminate information quickly and provide a platform for staff feedback. All staff (including cooks and housekeepers when appropriate) shall attend staff meetings, which shall take place monthly or bi-monthly at the manager's discretion, and not in the same week as Cascade Training, unless this is unavoidable.

41.2 Due to the nature of the business, staff meetings will take place after nursery closes and will last for up to two hours. To support staff wellbeing, where possible, nursery will close early at 5.30pm so that the meeting can start and end earlier allowing you more rest time during the evening.

41.3 Staff meetings are paid as overtime, which the nursery manager will add to WhosOff after the meeting to reflect attendance.

41.4 Staff meetings are compulsory and persistent non-attendance shall be a disciplinary matter. Attention is drawn to your employment contract regarding the impact of outside interests.

Parents Evenings

41.5 Up to one parents' evening may be held each year. You are expected to attend as required by your nursery manager. You will be given time off in lieu or overtime shall be payable, where agreed in advance. Parent-staff meetings will be held during the nursery day where possible.

42 STAFF PROBATION AND INDUCTION POLICY

This policy is to ensure that all staff are given a thorough and efficient induction so that they have a working awareness of all BCC policies and know how the nursery operates on a daily basis.

Mentoring – a relationship between an experienced person and a less experienced person for the purpose of developing the one with less experience.

Mentors must be familiar with the What We Expect from a BCC Mentor protocol and will be supported by the Managing Director.

As the new member of staff, you are the mentee.

Initial Induction

42.1 As a new member of staff, you will have an induction session, on your first day or before your start date if possible. At that session, the nursery manager will work through the Employee Induction Checklist (EIC) (folder 1.3). In particular the nursery manager will:

- Discuss the contract and input staff details on the form on Connect Childcare.
- Take copies of identification (three form of) and qualification certificates.
- Discuss the Probationary Progress Record (PPR) appropriate to the role (folder 1.3.2), which will be kept by the mentor until the person starts.

42.2 You will take:

- Badge (to be left at nursery) and uniform;
- Professional Development Folder.

42.3 On your first day managers will endeavour to introduce you to all parents. Notices will also be put up at nursery and in the newsletter.

Probation

42.4 The probation period is 3 months, but can be extended if more time for training and mentoring is needed. You need to demonstrate that your care, understanding of children's needs and development and practice is consistently of the standard expected by Bristol Childcare, as well as showing a working knowledge of Bristol Childcare procedures. The probation period can also be terminated at any time by giving notice in accordance with any contract.

42.5 After your probation sign off you will continue with a period of induction until you have been shown how to do all of the things on the PPR appropriate to your role. This will usually be completed by the end of 6 months, but can be extended if required. You will have a named mentor who will monitor your work and keep notes on the PPR. You will have a copy of your PPR where you can record notes and evaluation.

42.6 The Mentor will note when you have been shown a procedure and write comments such as whether further demonstration or support is needed. A procedure is only signed off when you have demonstrated that you fully understand what is expected and have been sufficiently observed doing the task. The PPR is to demonstrate what training has been given and development made during the probation period and when the mentor believes the mentee understands everything fully. The PPR will be dated when each task is signed off.

42.7 In accordance with the CPD Policy, you will also have a Professional Development Plan. This will be used to record particular Priorities for Improvement, which can be added as a result of issues noted on the PPR or areas that you have identified for improvement.

42.8 The nursery Curriculum Leader (CL) will explain and give support regarding the observation, assessment and planning procedures and note and date when this has been done on the PPR. The first meeting should happen approximately after one month of your start date, with follow up meetings as required. The CL must sign off that they are happy that you understand all OAP procedures before your probation can end.

42.9 After one week there will be a review meeting with the mentor. This will be to:

- Discuss progress and any problems and enable you to raise concerns;
- Ensure you have a good knowledge of the medicine and dietary requirements of children in your room; the safeguarding policy; nappy changing and hygiene requirements and fire evacuation.

42.10 If you are not showing sufficient awareness, the mentor and manager must notify Senior Management and we will follow up on concerns and have other review meetings as required.

42.11 Further review meetings will be held on 30, 60 and 90 days of your first 3 month working period. The 30 and 60 day meetings will be with the mentor, and manager if required. The Managing Director can attend any meetings as required but will attend the 30 day meeting to ensure all induction paperwork has been finalised. The Managing Director will then attend the 90 day meeting to sign off the probation period and the final meeting at the end of the induction.

42.12 At each meeting the manager and mentor will discuss:

- Any concerns.
- The Probationary Progress Record and Professional Development Plan, ensuring that all progress and training is noted.
- Any queries from you.

42.13 Any concerns must be raised immediately with the Senior Management team.

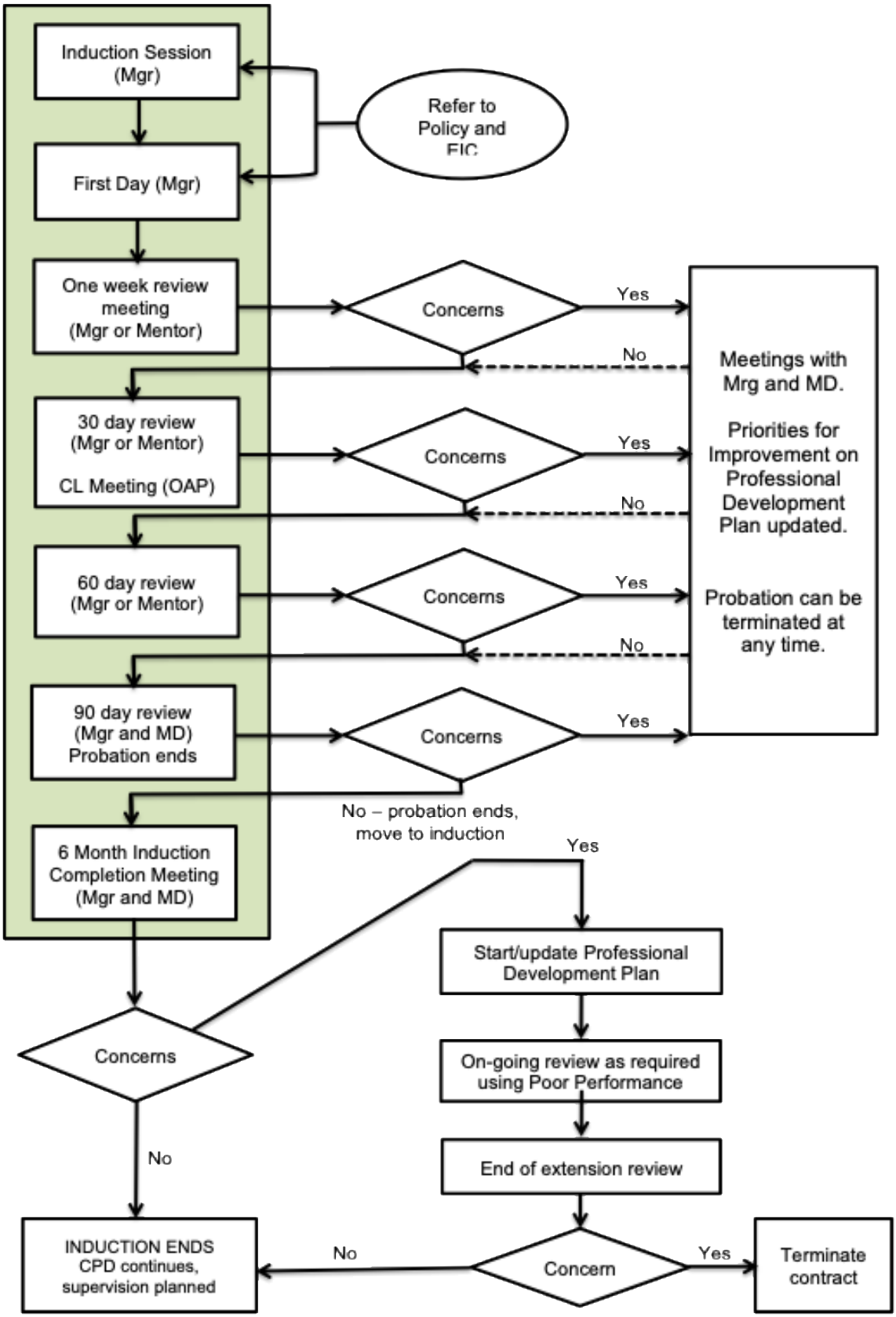
42.14 After 6 months, if all aspects of the PPR are completed, the 6 month meeting can be organised to confirm that the induction period has ended. You will continue to have a professional development plan. Before the meeting is organised, the manager must do a spot check using the document in folder 1.4.1 to ensure they are happy with these key aspects of your work.

42.15 The probation and induction periods can be extended if necessary in accordance with the contract. You will be notified by letter.

42.16 Should you not be performing as required at the end of the probationary period or extended probationary period, the contract will be terminated. The probationary period can also be terminated at any time by serving notice in accordance with the contract.

42.17 All staff have regular supervision meetings with the Manager or another senior member of the management team. Please see the Supervision Policy. All staff also have an annual appraisal. Please see the Continuous Professional Development Policy.

Probation Period Process



43 SUPERVISION POLICY

The purpose of this policy is to set out why, how and when supervision meetings are held with all staff.

Supervision is required under the EYFS. It's a formal way of finding out how staff are getting on in their role, an outlet for concerns and a way of offering support.

Supervision – time spent with individuals to discuss how they feel about what they see/feel with children and families. Individual children can be discussed confidentially and supportively. Staff need to be able to talk about how they feel so they can do their job.

Coaching – a process which enables learning and development to occur and performance to improve using a variety of different approaches suitable for the individual and their individual situation

The Thinker – the person receiving the supervision; this person is given the time and support to think through their issues

The Listener – this is the person running the supervision; their role is to listen without interruption and guide the session appropriately. All Listeners have received supervision training.

Our Supervision Ethos

43.1 The BCC ethos includes a culture of trust and mutual respect which enables supervision to happen in a productive way.

43.2 Supervision meetings are an opportunity for practitioners to reflect on how work is affecting them personally or how their personal life is impacting on their work. It's a time for them to be heard and to explore the support they need. It is also to celebrate what they are doing well and to encourage them to build on this and to continuously improve and contribute to raising the quality of the nursery.

43.3 The Company recognises that if it does not meet the emotional needs of staff, it cannot expect them to support the emotional needs of the children they care for.

43.4 The Manager (or other) may also raise concerns they have with the staff member, but specific concerns about ongoing job performance will be raised through the performance management policy and review of priorities for improvement.

43.5 BCC staff are encouraged to evaluate and be reflective of their practice at all times.

43.6 The Company aims to create a Thinking Environment.

43.7 All members of staff are expected to record and report any concerns they have about a child's welfare and safety in accordance with the Safeguarding Policy. Staff can request supervision at any time to discuss an individual child's needs.

How Supervision is Organised

43.8 Supervision meetings are held with the nursery manager, unless you request that they are with another member of the senior management team.

43.9 Meetings are held at the setting. There are 2 scheduled supervision meetings each year to tie in with the annual appraisal which is held in the calendar month when you started at BCC. Supervision meetings can also be suggested by Senior Management or requested by you at any time. Where possible, meetings will be planned and scheduled at a convenient time for staff and the nursery. However, meetings can also happen spontaneously.

43.10 Supervision meetings will be held in a comfortable, confidential room with an understanding that the meeting must not be interrupted unless there is an emergency.

43.11 Induction and probation meetings are held with new staff after 7, 30, 60 and 90 days of employment, or more often as required. Once you have completed your probation phase, you will have regular supervision meetings three times a year. However, staff on probation can request supervision at any time and their manager/mentor can suggest supervision, in addition to probation meetings, if they believe it is required.

The Supervision Process

All staff are expected to engage with this process.

43.12 Supervision meetings are booked for times that are convenient for the Thinker and the Listener, as well as the staff team. They must also be booked at times when the room can remain confidential. Agency staff are booked as necessary to facilitate supervision.

43.13 The Thinker must prepare by reading through their previous supervision form, reflecting on the status of their priorities for improvement and thinking about what they want to discuss at and achieve from the session.

43.14 The Thinker must bring their green Professional Development folder to the meeting with all paperwork organised.

43.15 The detail of supervision meeting discussions will remain confidential, in accordance with the Confidentiality Policy.

43.16 A Staff Supervision form (folder 1.15) will be completed during each supervision meeting. The Listener will ask the Thinker which of them should complete the form. The Thinker will be given time at the end of the session to read through the form before both participants sign the form.

43.17 The Listener will scan the form to be held in the secure HR dropbox folder. Only nursery managers, the managing director and the payroll administrator have access to this folder. The original form will be returned to the Thinker to be filed in their Professional Development folder.

43.18 The Managing Director will read all supervision forms and will talk to the Listener in confidence about any concerns.

43.19 Should the Listener and Thinker have a discussion that the Thinker would like to remain confidential between them, this does not need to be recorded on the form. A note should be made as a reminder of the discussion, without substance.

43.20 The Thinker understands that any safeguarding issues must be reported in accordance with the Safeguarding Policy.

44 REMEDYING MISTAKES POLICY

The purpose of this policy is to help staff understand what they should do if they make a mistake.

44.1 You are required to be familiar with your rights and obligations in this Staff Handbook and also the BCC procedures set out in the policies, Terms and Conditions, and for Managers, the Managers Handbook. You are expected to follow these rules at all times, referring to the policies when they are not sure what should be done.

44.2 It is accepted that mistakes can be made. What is important when mistakes are made is that procedures are followed afterwards so that everything possible is done to reduce the impact of the mistake.

44.3 If you see mistakes being made by others, or are asked to do something that is contrary to BCC policy, you must report this to your manager or Saffia Bullock in accordance with the Whistleblowing Policy. The Whistleblowing Policy protects you when you report such issues.

44.4 You will not get into trouble for admitting to a mistake, but failure to report a mistake and to follow these remedial procedures, could result in disciplinary action in accordance with Policy 18 of this Handbook.

Giving a child the wrong food

44.5 If a child is mistakenly given food they are allergic to, you must:

- Inform the room leader or a senior member of staff.
- A senior member of staff will administer any prescribed medicine or take any medical action as required. This may be telephoning an ambulance.
- Working with the senior management team, telephone the parents to collect the child if necessary and/or apologise and explain what has happened. Make a note of this call on an Important Conversations Form.
- Continuously monitor the child for a reaction.
- Write up what happened as an incident on Connect, go through it with the parent when they collect the child and ask them to sign it. File any paperwork together in the Accident/Incident folder.
- Report to Saffia Bullock by phone or email the day the incident happens as Ofsted may need to be informed.
- Discuss with the staff involved what was not done properly, what went wrong and what needs to be done to ensure it does not happen again.

Giving a child the wrong medicine or incorrect prescription

44.6 If a child is mistakenly given the wrong medicine, you must:

- Inform the room leader or a senior member of staff.
- A senior member of staff will administer any prescribed medicine or take any medical action as required. This may be telephoning an ambulance.
- Working with the senior management team, telephone the parents to collect the child if necessary and/or apologise and explain what has happened. Make a note of this call on an Important Conversations Form.

- Continuously monitor the child for a reaction.
- Write up what happened as an incident on Connect, go through it with the parent when they collect the child and ask them to sign it. File any paperwork in the Accident/Incident folder.
- Report to Saffia Bullock by phone or email the day the incident happens as Ofsted may need to be informed.
- Discuss with the staff involved what was not done properly, what went wrong and what needs to be done to ensure it does not happen again.

Breaking something

44.7 It is important that you follow instructions on how to use machinery or equipment. If you are not sure how to use something correctly you must ask for help.

44.8 If you fail to follow instructions or ask for help and this results in you breaking a piece of Company property you may be expected to replace this at your cost.

44.9 If you break an item of Company property you must not throw it away. The item must be returned to Head Office with the Damage Report Form (folder 4.5) filled in which explains how the breakage happened.

Failure to follow procedures

44.10 If you realise that you have not followed a company procedure you must immediately report it to your nursery manager who will advise on how best to rectify the mistake.

45 POOR PERFORMANCE POLICY

Performance Improvement Procedure

45.1 It is in everybody's interest for employees to perform well at their jobs and the Company aims to ensure that you are given the support needed to ensure that you can do so. Where there are issues with performance then you should receive feedback from your manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to your performance improving to an acceptable level.

45.2 Where your poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Company then it may be more appropriate to use the procedures in the Disciplinary Policy. Which procedure to use shall be at the discretion of the Company.

45.3 The Company also reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Company.

The Right to be Accompanied

45.4 You are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of your choice. The Company will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to you to arrange for a companion to attend the meeting.

45.5 If your chosen companion cannot attend on the day scheduled for the meeting then the Company will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

45.6 The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.

Stage One

45.7 Your nursery manager will inform you of the nature of the problem and the Managing Director will confirm this in writing. You will be invited to a formal performance management hearing to discuss the issues raised by the manager's concerns. The invitation will set out the respects in which the nursery manager believes that your performance still falls short of an acceptable standard. The hearing will be conducted by your nursery manager or the Managing Director and will consider any representations you may make about your performance, whether it needs to be improved, and if so, what steps can be taken to help you reach the appropriate level.

45.8 Following discussion of the problem, the manager may choose to take no further action; to refer the matter for investigation under the Disciplinary Policy (if it appears the issues are linked to conduct rather than performance) or to issue a **written warning** and Performance Improvement Plan which will remain current for a period of 12 months.

Performance Improvement Plan

45.9 A Performance Improvement Plan (PIP) is a series of measures designed to help improve your performance. Each measure will ideally be agreed with you, though the Company reserves the right to insist on any aspect of the PIP in the absence of such agreement.

45.10 Each PIP will be tailored to the particular situation, and will be based on the Company's Professional Development Plan document, and will contain the following elements:

Timescale: the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

Targets: The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria your performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

Measures: The PIP will specify what measures will be taken by the Company to support you in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

Feedback: As part of the PIP you will be given regular feedback from your nursery manager indicating the extent to which you are on track to deliver the improvements set out in the plan

45.11 If at any stage the Company feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with you to discuss the issue. As a result of such a meeting the Company may amend or extend any part of the plan.

Review

45.12 At the end of the PIP your performance will be reviewed. If satisfactory progress has been made you will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively, the manager may refer the matter to a meeting under Stage Two of this procedure.

45.13 Following the successful completion of a PIP your performance will continue to be monitored. If at any stage during the lifetime of the first written warning your performance again starts to fall short of an acceptable standard, your nursery manager may decide to institute stage two of this procedure.

Stage Two

45.14 If a PIP has not led to sufficient improvement in your performance, you will be invited to attend a formal performance management hearing. The invitation will set out the respects in which your nursery manager believes that your performance still falls short of an acceptable standard.

45.15 The hearing will be conducted by a member of the senior management team.

45.16 At the hearing, you will be given an opportunity to respond to any criticism of your performance and to make representations about any aspect of the way in which the process has been managed.

45.17 If the hearing concludes that reasonable steps have been taken which should have allowed you to perform to an acceptable standard but that these measures have not worked then a **formal final warning** may be issued. The warning will explain the nature of the improvement which is required in your performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then you may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

45.18 The warning will remain current for a period of 12 months, after which time it will cease to have effect.

Stage Three

45.19 If you have been issued with a warning under Stage Two which remains current, and the appropriate manager believes that your performance is still not acceptable then the matter may be referred to a further performance management hearing.

45.20 You will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which your performance continues to fall below an acceptable standard.

45.21 The hearing will be conducted by an appropriate manager.

45.22 At the meeting you will be able to respond to any criticisms made of your performance and make representations about how the situation should be treated.

45.23 The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss you.

45.24 Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to you.

Appeals

45.25 You may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds of appeal within one week of the decision being communicated. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

45.26 The outcome of the appeal will be confirmed to you in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

Redeployment

45.27 There may be circumstances in which it becomes clear that you would be better suited to a different role within the Company, or the same role at a different nursery. However, any offer to redeploy you will be entirely at the Company's discretion and will only be made when the Company is confident that you will be able to perform well in the redeployed role and where there is a suitable available vacancy.

45.28 Redeployment may be offered as an alternative to dismissal where the Company is satisfied that you should no longer be allowed to continue to work in your current role. While you are free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

46 WELLBEING AND MENTAL HEALTH POLICY

Statement of intent

46.1 As a Bristol Childcare team we emphasise the importance of positive relationships. This begins with the relationship between staff. The Company promotes a mutually welcoming atmosphere amongst staff so that all staff are made to feel included as a whole staff team and within specific teams.

46.2 Bristol Childcare is committed to providing a safe, secure and supportive environment for all members of staff. Employment is a source of good mental health, if that environment is supportive. Positive employment practice can improve both the physical and mental health of employees and their families, and productivity, and sickness absence levels for employers. With this in mind, this policy has been created to outline the steps that will be taken by the Company to promote the mental wellbeing and mental health of our staff.

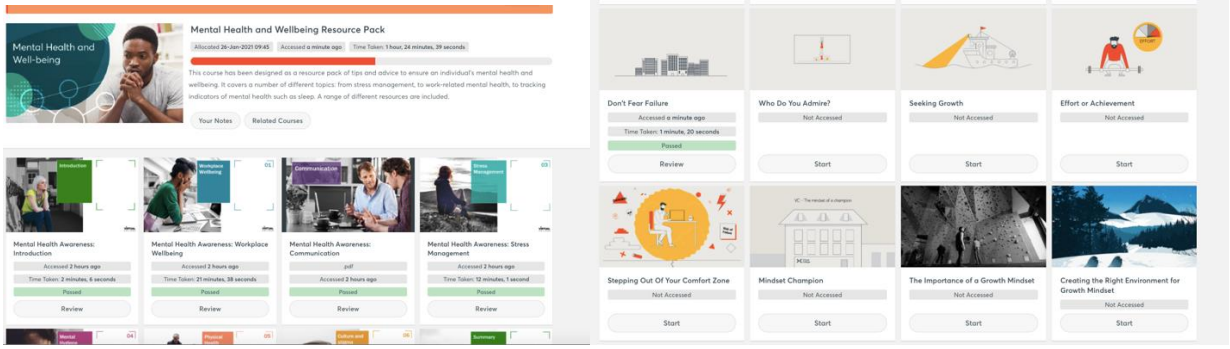
46.3 All members of staff will be made aware of the warning signs that can indicate whether a person is having trouble with their mental wellbeing or mental health. All members of staff will be vigilant for these signs in their colleagues, as well as themselves. Any issues raised will be supported in a professional, non-judgemental and confidential manner.

Resources

46.4 To assist with knowledge and support, a wide range of resources are provided on the Staff Area of the BCC website.

https://www.bristolchildcare.co.uk/health-wellbeing/

46.5 Staff who would like to explore topics in more detail can request access to the Virtual College Mental Health and Wellbeing Resource pack which includes a range of courses and videos to support you in learning how best to care for elements of your physical and mental health.



Warning signs

46.6 Resources are made available through the Staff Area to all staff to help you be aware of the warnings signs that can indicate that you or a colleague may be having difficulties managing their wellbeing and mental health.

Behavioural: Some of the behavioural indicators that are caused by poor mental wellbeing/mental health include, but are not limited to: difficulty sleeping, changes in eating habits, increased smoking or drinking, isolation from friends and family and poor attendance at work.

Physical: Some of the physical indicators caused by poor mental wellbeing/mental health include, but are not limited to: tiredness, indigestion, nausea and headaches.

Mental: Some of the mental indicators caused by poor mental wellbeing/mental health include, but are not limited to: indecisiveness, difficulty concentrating, memory loss, feelings of inadequacy, low self-esteem and poor organisation.

Emotional: Some of emotional indicators caused by poor mental wellbeing/mental health include, but are not limited to: anger or irritability, anxiety, hypersensitivity, feeling drained and listless and becoming withdrawn.

Staff responsibilities

46.7 All members of staff are responsible for acting in a way that maintains a healthy work/life balance. As part of the Company's commitment to mental wellbeing and mental health, you will be provided with information to support good mental wellbeing and mental health, including training opportunities which promote this. It is expected that all members of staff will act in a way that promotes a positive and supportive atmosphere throughout the setting and its wider community. Therefore, you are expected to consider whether your behaviour is affecting the wellbeing of others.

46.8 Healthy Life Ideas include:

- Create a regular sleep pattern – ensure you get enough sleep;
- Create time for exercise;
- Eat healthily at regular times – learn what true healthy eating is; ask to borrow the nursery copy of Sally Beare's *The Stacking Plan*;
- Create time to relax;
- Learn emotional resilience – accept being "good enough";
- Try to keep a sense of humour;
- Have firm boundaries – understand what is "too much" for you;
- Enjoy random acts of kindness;
- Don't spend too much time on screens and understand the dangers of social media;
- Spend time outdoors in nature;
- Keep a sense of perspective;
- Ask for help if you need it.

46.9 You will be expected to take responsibility for your own general and ongoing mental wellbeing and health by using and applying the knowledge and information given to you, or actively seeking it, in the first instance of recognising that your mental wellbeing/mental health may be affected.

46.10 If, having followed the guidance and information provided or signposted by the Company, you are continuing to struggle with your mental wellbeing / mental health, you are encouraged to report honestly about your wellbeing to your nursery manager by requesting a Wellbeing Meeting. This is guaranteed to take place within 48 hours of the request.

46.11 If you do not report honestly about your wellbeing, but your practice indicates concerns, colleagues are encouraged to come forward in a confidential and non-judgmental capacity to raise this with the nursery manager.

46.12 Nursery managers can request a Wellbeing Meeting with the Managing Director at any time.

46.13 Where you may be experiencing temporary challenges to your mental wellbeing / mental health, you will still need the capacity to safeguard those in your care and not act in a manner which endangers yourself or others.

Management responsibilities

46.14 The Bristol Childcare management team takes the mental wellbeing / mental health of its staff very seriously. Mental health problems and stress can affect anyone regardless of their position. Therefore, when supporting you with any mental wellbeing/mental health issues, those responsible to support it must be in a grounded and secure place to do so also.

46.15 Saffia Bullock, the Managing Director, has attended Mental Health First Aid training and can support as requested.

46.16 The nursery manager* will ensure that a Wellbeing Meeting takes place within 48 hours of a request, unless it is deemed a high risk or emergency in which case it may need to be prioritised.

46.17 The nursery manager will use the information and resources provided in the Management Staff Support Folder.

46.18 During the meeting, using the Wellbeing Meeting Agenda (folder 7.5), the nursery manager will discuss the strategies that you are already applying (e.g. the Stress Container). The manager and member of staff could decide to work through a Wellness Action Plan (folder 7.5). The Managing Director can be consulted for support if you agree.

46.19 A comprehensive list of organisations that can provide professional support is also provided in folder 7.5 on dropbox and on the Health & Wellbeing area of the Staff Area of the BCC website.

46.20 If there is deemed to be a higher level of need, you will be encouraged to arrange an appointment to speak with your GP who can then signpost to the relevant support services. If the nursery manager has concerns about your ability to undertake your role, they will discuss this with you and the Managing Director will be involved.

46.21 These meetings remain strictly confidential (within the management team) unless it is deemed to be a mental crisis and that there is a real risk to life in which case the emergency services or crisis team (if applicable) may be contacted. Notes of the meeting, including action points, will be taken (using an important conversation form) and signed for by those present at the end of the meeting. These will be filed in the personnel folder which is kept in a locked cabinet. Notes will be scanned to the electronic HR folder which is also confidential.

46.22 The nursery manager will continue to monitor how you are managing on a more frequent basis. The management team will also monitor staff wellbeing and mental health as part of their performance management programme.

46.23 To support the nursery manager in their capacity to support others, they can contact the setting's designated Mental Health First Aider (Saffia Bullock) for advice or support at any time. This may be to discuss a situation regarding a staff member, but can also be used to discuss their own mental wellbeing and mental health.

Definitions

Mindfulness: "Mindfulness is the basic human ability to be fully present, aware of where we are and what we're doing, and not overly reactive or overwhelmed by what's going on around us".(mindful.org)

Mental wellbeing: "A state of well-being in which every individual realises their own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution to their community" (World Health Organisation).

Mental health: “Being generally able to think, feel and react in the ways that you need and want to live your life. But if you go through a period of poor mental health you might find the ways you're frequently thinking, feeling or reacting become difficult, or even impossible, to cope with. This can feel just as bad as a physical illness, or even worse.” (mind.org.uk)

Mental crisis: “…When you feel at breaking point, and you need urgent help.” Someone’s life is deemed at serious risk for example through serious injuring to themselves or others, taking an overdose, having an episode of hypomania/mania, psychosis, paranoia or clearly communicating a plan to complete suicide. (mind.org.uk / NHS)

Wellbeing Meeting: this is a formal meeting conducted to support you. It has a structured agenda and both you and nursery manager will prepare effectively in advance. The meeting will be timetabled for 1 hour and it is expected that you will leave with ideas or an action plan to move forward. You will be asked to map out the actions you have already taken to improve etc. The Wellbeing Meeting Agenda is in folder 7.5.

Stress Container: a self-help tool which many staff find useful. You can find a link to a video on how it works on the BCC Staff Health & Wellbeing page https://www.bristolchildcare.co.uk/health-wellbeing/

Who to contact for support

In the event of an emergency, call 999.

For other support and information, services such as these listed below can be contacted:

Samaritans: Call 116 123
Shout Crisis: Text "SHOUT" to 85258 or text “YM" if you're under 19
Childline: Call 0800 11111 if you’re under 19
Mind: Call 0300 123 3393
Refuge (Domestic abuse): Call 0808 2000 247
Switchboard (LGBT+ support): Call 0300 330 0630
NHS website for Every Mind Matters - https://www.nhs.uk/oneyou/every-mind-matters/top-tips-to-improve-your-mental-wellbeing/

Legal framework

This policy has due regard to relevant legislation, including but not limited to, the following:
Health and Safety at Work etc. Act 1974
Employment Rights Act 1996
Employment Relations Act 1999
Equality Act 2010
The Management of Health and Safety at Work Regulations 1999

*If a nursery manager has requested a Wellbeing Meeting, Saffia Bullock will follow this process for them.

47 MENOPAUSE SUPPORT POLICY

Scope

47.1 This policy sets out your rights if you are experiencing menopausal symptoms and explains the support available to you.

What is the menopause

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

47.3 While symptoms vary greatly, they commonly include:

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

47.4 Each of these symptoms can affect your comfort and performance at work. The Company understands that it has a duty to provide a safe working environment for all employees and therefore commits to ensuring that adjustments and additional support are available to those experiencing menopausal symptoms.

Available support

47.5 The Company aims to facilitate an open and understanding working environment.

47.6 You are encouraged to inform your nursery manager that they are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health.

47.7 Early notification will also help nursery managers to determine the most appropriate course of action to support your individual needs.

47.8 If you do not wish to discuss the issue with your nursery manager you may find it helpful to have an initial discussion with a trusted colleague or another member of the senior management team. You can contact Saffia Bullock, the Managing Director, about this at any time.

47.9 There is support information on the Health & Wellbeing page of the Staff Area of the Bristol Childcare website, including information from:

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

Reasonable adjustments

Temperature control

47.10 The Company strives to achieve a comfortable working temperature for employees. The dress code has been designed to be flexible so that you can wear what is comfortable for you under your tabard.

Flexible working

47.11 The Company recognises that difficulty sleeping is a common symptom of the menopause.

47.12 To reflect this, as well as the impact of other common symptoms, the company aims to facilitate flexible working wherever possible.

47.13 Requests for flexible working could include asking for:

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

47.14 Applications should be made in accordance with Policy 31 in this Staff Handbook. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

48 DOMESTIC ABUSE POLICY

Introduction

48.1 The Company understands that it has a duty of care to employees and a legal responsibility to provide a safe and effective work environment. As such, the Company is committed to ensuring that any employee who is the victim of domestic abuse has the right to raise the issue with us in the knowledge that they will receive appropriate support. The Company aims to create a safe working environment for all staff by raising awareness of domestic abuse through training, providing guidance to nursery managers, supporting domestic abuse survivors, signposting staff to appropriate specialist support and working to eliminate risks related to domestic abuse in the workplace.

Aim

48.2 This policy, provided by BAND, outlines how the Company will support employees who have experienced or are experiencing domestic abuse. It applies to all members of staff including agency and contract staff. It sets out our procedures for staff and nursery managers to follow when responding to domestic abuse. This policy also covers the approach the Company will take where there are concerns that an employee may be the perpetrator of domestic abuse.

48.3 As this policy has been written by BAND, it is in the third person rather than using “you” as in the rest of the Staff Handbook, which the Company thought would be easier for employees.

Recognising Domestic Abuse and Violence

48.4 Domestic abuse refers to abusive behaviour which takes place between 2 people aged 16 or over who are personally connected to each other. This includes people who are or have previously been married, in civil partnerships or relationships have a child together or are relatives. The Domestic Abuse Act 2021 recognises post-separation abuse including controlling or coercive behaviour by a former intimate partner that takes place post-separation or by a family member who does not reside with the victim.

48.5 Anyone can be a victim of domestic abuse regardless of race, ethnic or religious group, sexuality, socio-economic status, gender identity, mental health or disability. Domestic abuse is most commonly perpetrated by men. Women are more likely to experience repeat victimisation, be physically injured or killed as result of domestic abuse and experience non-physical abuse (including emotional and financial abuse) than men. The Company recognises that controlling and abusive behaviour can also occur in same sex relationships and can be perpetrated by women against men.

48.6 Bristol against Violence and Abuse (BAVA) define domestic abuse as the misuse of emotional, physical, financial or sexual control by one person over another.

48.7 Domestic abuse can be physical, sexual, psychological, emotional or economic and may involve violence, threats, controlling or coercive behaviour. Abuse can be a single incident but is often a pattern of behaviours. This definition includes so-called ‘honour’-based violence, forced marriage, female genital mutilation, human trafficking and sexual exploitation.

48.8 In practice, domestic abuse is the abuse of power and control over one person by another and can take many different forms and can include, but is not limited to, the following:

- Coercive control (a pattern of intimidation, degradation, isolation and control. Including threats to share intimate images or ‘revenge porn’)

- Gaslighting (persistently undermining or manipulating someone, so they doubt their own sanity or become convinced that they are the problem).
- Psychological and/or emotional abuse.
- Physical abuse.
- Sexual abuse.
- Financial or economic abuse.
- Harassment and stalking.
- Online or digital abuse.
- Controlling behaviour.

48.9 The Domestic Abuse Act 2021 recognises children as victims of domestic abuse rather than witnesses of domestic abuse when a child sees or hears, or experiences the effects of, domestic abuse and is related to the person being abused or the perpetrator.

48.10 Signs that an employee might be experiencing domestic abuse include:

- Changes in behaviour, including uncharacteristic depression, anxiety, distraction or problems with concentration, becoming very quiet, anxious, frightened, tearful.
- Changes in their quality of work.
- Arriving late or leaving early.
- Poor attendance or spending more hours at work than required.
- Needing regular time off for appointments.
- Repeated injuries or unexplained bruising or explanations that do not fit with the injuries.
- Decreased productivity.
- Taking frequent or excessive calls during work time.
- Inappropriate or excessive clothing (that might be hiding injuries or bruising).

48.11 This list of possible signs is not exhaustive. The signs could manifest themselves over time and the behaviours may be indicative of other concerns.

48.12 Research shows that domestic abuse frequently extends into work itself. This could include being stalked and harassed during working hours by using workplace resources such as telephones and emails to threaten, harass, stalk or abuse. The impact of these behaviours can impact an employee's ability to concentrate and perform at work. Domestic abuse can also have impact on the wider staff team and workplace environment.

Raising awareness of domestic abuse within the workplace

48.13 The Company is committed to ensuring that the management and leadership team have the skills to support staff who are experiencing domestic abuse. Domestic abuse training will be provided for nursery managers and the wider staff team. The Company will raise awareness of domestic abuse by sharing the information in this policy with staff and ensuring that it is accessible through the Staff Area of the Bristol Childcare website.

Confidentiality

48.14 As far as possible, any employee seeking help will be assisted in the strictest confidence. Employees who disclose that they are a victim of domestic abuse can be assured that the information they provide is confidential and will not be shared with other colleagues without their permission. There are however, some circumstances in which our duty of care as an employer is the overriding factor and confidentiality cannot be assured. This may occur when there are concerns regarding children, vulnerable adults or where the organisation is required to protect the safety of their employees. If someone is in immediate danger, the police will be telephoned on 999. In these

circumstances, the employee will be informed as to the reasons why confidentiality cannot be maintained.

Responding to suspected or disclosed domestic abuse

48.15 An approach of asking sensitive and appropriate questions in a confidential space to create a supportive atmosphere may support employees to feel more able to discuss domestic abuse. In doing so, it is important to avoid making assumptions as well as putting pressure on individuals to disclose or take a particular course of action. The role of a Nursery Manager is not to deal with the abuse itself but to make it clear that employees will be supported and to outline what help is available.

48.16 The Company will use the following approach if domestic abuse is suspected or disclosed:

- **Recognise the problem (look for signs and ask)**
- **Respond**
- **Refer**
- **Record**

Recognise

48.17 If domestic abuse is suspected and there is reason to believe that an employee is experiencing domestic abuse, the nursery manager or another member of staff, such as those with a leadership or management responsibility, should facilitate a conversation to be able to discuss this and identify and implement appropriate support. If the nursery manager or another staff member needs further advice or assistance before speaking to a member of staff about domestic abuse, they can seek advice from a trade union, ACAS or a domestic abuse organisation.

48.18 Managers will listen, believe and take the disclosure seriously. They won't be judgmental about the victim's response to the perpetrator's behaviour but will respect and accept the victim's thoughts and ideas on the way forward outside of work; the victim will know best how the perpetrator may react. They will be reassured that the discussion will remain confidential unless an exception applies, such as an immediate risk to life or children are at risk of harm (see section on confidentiality). They will not be given advice beyond the Nursery Manager or member of staff's expertise, such as pressurising the victim to leave the perpetrator.

48.19 The nursery manager will let the employee know that they have the right to report what is happening and the police have a duty to respond (but do not pressure them to take any action that they are not comfortable with).

48.20 Often it may be the case that a member of staff chooses not to disclose information about domestic abuse during a first discussion. They should be given details of a nominated person(s) to contact, should they wish to discuss any matters that might be affecting them in the future.

48.21 A factor to consider is that abuse often continues when a relationship has ended, with the time around separation a particularly dangerous time for a victim. Statistically the period following separation is the most dangerous time for serious injury and death. It is important to remember that victims of domestic violence may be at increased risk of harm in the workplace if they leave an abusive partner, as it may be the only place where they can be located.

48.22 Post-separation abuse, including stalking, harassment and forms of physical, emotional, sexual and economic abuse can continue and cause harm for longer periods of time.

Respond

48.23 If a disclosure is made to a nursery manager, the following steps, in liaison with the victim/survivor, will be considered:

- Agreeing with the employee what to tell colleagues (on a need to know basis) and how they should respond if the perpetrator telephones or visits the workplace. All staff will be reminded of the importance of not divulging personal details of other employees such as addresses, telephone numbers or shift patterns.
- Conducting a workplace risk assessment to ensure that the potential risk to the employee and work colleagues is minimised with measures to ensure a safe working environment.
- Alerting reception (and other front of house staff) to the issue and providing them with a photograph of the perpetrator in agreement with the employee.
- Reviewing the security of the victim/survivor's personal information, including email, phone, bank details and home address (which may be new or temporary), and reminding office staff not to disclose this information to third parties.
- Giving the victim/survivor the option of changing their work location if possible.
- Allowing the employee to change work patterns or workload and allowing flexible or more flexible working or special leave to facilitate any practical arrangements, such as getting advice from domestic abuse organisations or attending court.
- Providing ongoing support to ensure the victim/survivor's safety and wellbeing is being checked.
- Alerting the employee to domestic abuse support organisations.
- Setting up procedures for alerting staff and police and being clear about what to do if the perpetrator gains access to the workplace. The lockdown procedure may be enforced.
- Changing the employee's arrangements for payment if an employee is being denied access to their finances by an abusive partner.

48.24 This is not an exhaustive list and other steps may be considered. The right of employees to make their own decision about the course of action at every stage will be respected. Victims have the right to refuse support and assistance and the Company understands that it cannot share what they have disclosed with anyone unless there are grounds to break confidentiality (see section on confidentiality).

48.25 The nursery manager will be aware of the possibility of domestic violence and abuse when managing attendance. If the nursery manager suspects domestic abuse could be the cause of absence, they will try to create a supportive environment in which the employee is able to disclose the abuse if they wish to do so and will consider whether it is appropriate to issue sickness absence warnings where the known cause is domestic abuse.

Refer

48.26 When an employee discloses domestic abuse, nursery managers will encourage the employee to contact a support agency. Agencies help provide victims with full information about their legal rights and help victims and children to get protection from violence, by providing practical advice, support and other assistance.

48.27 Next Link provide a range of domestic abuse support services to women and children. These include safe houses, children's services, dedicated Black and Ethnic Minority Services, resettlement and outreach services, and a crisis response service. Referrals are all made by telephone to their duty team. At the telephone stage women will be asked about their situation, the number of children they have with them, what areas of the city are unsafe for them and whether they want a safe house, the resettlement service, outreach support, crisis response service or the South Asian crisis

service. Next Link will carry out a DASH risk assessment on all referrals and if appropriate refer to the Domestic Violence MARAC.

48.28 In Bristol, the Multi-Agency Risk Assessment Conferences (MARAC) are held to discuss victims of domestic abuse who are at significant risk of death or serious harm as a result of the domestic abuse they are experiencing. Frontline agencies such as Next Link may undertake a risk assessment with a victim, and decide if a referral should be made to a MARAC.

See below for a list of local and national domestic abuse supportive organisations.

Record keeping

48.29 The nursery manager will keep a confidential record of a disclosure and any action/ decisions that they have taken. In accordance with Data Protection, records will be kept strictly confidential. It will be made clear that recording domestic violence will have no adverse impact on the victim's employment record. All absences will be recorded in accordance with normal procedures, but if they relate to domestic violence then they can be placed in a sealed envelope within the employee's file marked 'For Nursery Manager and Employee's Access Only'.

48.30 A confidential record of any incidents of abuse in the workplace, including persistent telephone calls, emails or visits to the employee, will be kept. This information may be used if the employee wants to press charges or apply for an injunction. Records may also be used in criminal proceedings or if the employee wants to apply for a court order. As such, it is important that records are clear and accurate and should give dates, times and locations. Witnesses to such incidents will also be recorded.

48.31 In addition to our records the employee may want to keep a record of abuse themselves. Advice from a domestic abuse organisation can be sought on how to do this safely.

Allegations of Domestic Violence and Abuse committed by employees or volunteers

48.32 If a member of staff discloses or is alleged to be a domestic abuser, either the nursery DSL or Managing Director will follow our Safeguarding Policy regarding staff allegations and contact the Local Authority Designated Officer (LADO) within 1 working day, prior to any further investigation taking place.

48.33 The definition of a staff allegation includes:

"behaved or may have behaved in a way that indicates they may not be suitable to work with children". (Domestic Abuse can be considered under this definition)

48.34 The DSL/Managing Director will follow the LADO's advice on how to deal with allegations against staff. They will not start any investigation into the allegation until the LADO has been contacted. The process will usually involve a risk assessment of the situation.

48.35 Ofsted will be informed of any allegation or concern made against a member of staff within 14 days.

48.36 The Company will ensure that allegations are dealt with fairly and in a way that provides support for the person who is the subject of the allegation or disclosure. The member of staff will be treated fairly and honestly, helped to understand the concerns expressed and processes involved, kept informed of the progress and outcome of any investigation and advised of the implications for any disciplinary process. Information will be restricted to those who have a need to know in order to manage related disciplinary or suitability processes.

48.37 Employees should be aware that misconduct inside and outside of work is viewed seriously. This can lead to disciplinary action being taken, depending on the circumstances, in line with the Bristol Childcare Code of Conduct and can lead to questions raised about the employee's suitability to work with children. Employees should also be aware that domestic abuse is a serious matter which can lead to criminal convictions.

48.38 There is a legal requirement for employers to make a referral to the DBS where they believe a person has caused harm or poses a risk of future harm to vulnerable groups including children. Advice from the LADO on this will be sought before making a referral.

48.39 The Company recognises that it has a role in encouraging and supporting employees to address controlling, violent and abusive behaviour of all kinds. The Company will provide information about the services and support available and will encourage the alleged abuser to seek support and help from an appropriate source.

48.40 In cases where both the victim and person alleged of committing domestic abuse work for the setting, appropriate action will be taken in accordance with this policy. In addition to considering potential disciplinary action against the alleged abuser, appropriate action may be required to manage contact between the victim and alleged abuser in the workplace.

Further Information:

Statistics about domestic abuse in England and Wales
Employers Domestic Abuse Toolkit
ACAS Support in the workplace for victims of domestic abuse
Workplace support for victims of domestic abuse
Domestic abuse: get help during the coronavirus (COVID-19) outbreak
Domestic Abuse Act 2021

A list of Support Organisations can be found in the Staff Area on the BCC website and in folder 9.3 on BCC Admin as well as on noticeboards in nursery.

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Appendix 1 – Domestic Abuse Policy: Questions to ask

How are you doing at the moment? Are there any issues you would like to discuss with me?
I have noticed recently that you are not yourself, is anything the matter?
Are there any problems or reasons that may be contributing to your frequent sickness absence/underperformance at work?
Is everything all right at home?
What support do you think might help? What would you like to happen? How?
Your wellbeing is important to me and I've noticed that you seem distracted/ upset at the moment – are you ok?
If there's anything you'd like to talk to me about at any time I'm always here to support you.
You don't have to tell me anything, but please know that I would like to support you if and when you feel ready.

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Appendix 2 - Domestic Abuse Record

Strictly Confidential

Name of Employee:		
Name of Person Completing the Form:		
Date of Record:		
Details of the Incident/Concern *(WHO is involved; WHAT has happened; WHERE has the incident taken place: WHEN did it occur)*	**Agreed Action:** *(Internal action, signposted to appropriate organisations/ police)*	**Feedback from Actions** *(Has there been a change).*

Employee signature: …….

Person completing form signature: …….

Date:

49 LOW LEVEL CONCERNS POLICY

A low-level concern is any concern, doubt, or worry that a member of staff or volunteer may have acted in a way that conflicts with the standards and values of the Company. It includes any behaviour which does not meet the expectations set out in the Company's Code of Conduct.

Introduction

49.1 A positive culture where concerns can be identified and spoken about openly is a vital component of a strong safeguarding system. All adults who have contact with children at the Company's nurseries must behave appropriately and behaviour which is not consistent with the standards and values of the Company, and which does not meet the expectations set out in our staff Code of Conduct, needs to be addressed. Such behaviour can exist on a wide spectrum – from the inadvertent or thoughtless, through to that which is ultimately intended to enable abuse. It is crucial that all concerns about adults, including allegations that do not meet the harm threshold (low level concerns), are shared responsibly and with the right person, and recorded and dealt with appropriately. This policy has been provided by BAND.

Legislation

49.2 This policy is in line with Keeping Children Safe in Education (KCSIE) 2025. This is guidance for schools, but early years and childcare settings must have regard for it.

Aims

49.3 The aims of the policy are:

- To create a positive and transparent culture where concerns can be discussed openly and where you are able to share any concerns, no matter how small, about your own or others' behaviour.
- To ensure all staff are aware of their professional boundaries and behave appropriately, in line with the Company's policies, procedures, Code of Conduct, values and ethos.
- To enable the early identification and prompt and appropriate management of concerns about staff.
- To minimise the risk of abuse.
- To protect you from false allegations and misunderstandings.

49.4 In order to meet these aims, we will ensure that you are clear about what appropriate behaviour is and are confident in distinguishing expected and appropriate behaviour from concerning, problematic or inappropriate behaviour, both in yourself and in others. We will do this through having regular discussions of behaviour at staff meetings and support and supervision sessions.

Terminology – Allegations, Concerns and Harm Threshold

49.5 It is important to recognise that, in practice, the words 'allegation' and 'concern' can be and are used interchangeably by different people. Sometimes individuals may shy away from the word 'allegation' and express it as a 'concern' instead. The crucial point is that whatever the language used, the behaviour referred to may, on the one hand, be capable of meeting the harm threshold (and hence be referrable), or, on the other, it does not meet the harm threshold (in which case it should be treated as a low-level concern). So, the focus should not be on the language used by the person disclosing it; the focus should, instead, be on the behaviour being described.

Allegations That May Meet the Harm Threshold

49.6 The term 'allegation' means that it is alleged that a person who works with children has:

- behaved in a way that has harmed a child, or may have harmed a child, or
- possibly committed a criminal offence against or related to a child, or
- behaved towards a child or children in a way that indicates they may pose a risk of harm to children, or
- behaved or may have behaved in a way that indicates they may not be suitable to work with children.

49.7 Where an allegation meets this harm threshold, it should be dealt with in line with Section 7 of the Company's Safeguarding Policy.

Allegations That Don't Meet the Harm Threshold – Low-Level Concerns

49.8 Where an allegation doesn't meet the harm threshold, it will be dealt with under this Low-Level Concerns Policy. This does not mean that it is insignificant and it is any concern, no matter how small, that is inconsistent with our Staff Code of Conduct, including inappropriate conduct outside of work.

Procedure for Dealing with a Low-Level Concern

49.9 Concerns should be shared with the Designated Safeguarding Lead (DSL). This can be done verbally or by providing a written summary. If it is shared verbally, a written record of it will then need to be made (using the Low-Level Concerns Recording Form, see Appendix B and folder 1.13). The name and role of the person raising the concern should be stated, but if they want to remain anonymous, the Company will respect this as far as possible. However, there may be circumstances where anonymity cannot be promised.

49.10 The DSL will share the information with the Managing Director who will support the DSL in any further action.

49.11 If it is a low-level concern, the DSL or Deputy (where the term DSL is used in this policy, this includes the hierarchy of DSLs in each nursery as appropriate, with support from the Managing Director) will undertake a factfinding exercise. This will include speaking to the person the concern has been raised about and may include reviewing CCTV and/or talking to any potential witnesses. It is not always possible to ascertain at this point if this is an allegation or a low-level concern so further investigation may be required.

49.12 The information gathered from this will then be reviewed to decide whether the behaviour:

(i) is entirely consistent with the Company's Code of Conduct and the law.
(ii) constitutes a low-level concern.
(iii) is not serious enough to consider a referral to the LADO – but may merit consulting with and seeking advice from the LADO.
(iv) when considered with any other low-level concerns that have previously been raised about the same individual, could now meet the threshold of an allegation and should be referred to the LADO/other relevant external agencies; or
(v) in and of itself meets the threshold of an allegation and should be referred to the LADO/other relevant external agencies.

49.13 Where there is any doubt whatsoever, we will seek advice from the LADO.

49.14 If the concern is not escalated to the LADO the DSL, with the support of the Managing Director, will take any steps to address the concern/behaviour and to support the person to correct it at an early stage. This will be done sensitively and discreetly and might simply require having a conversation.

49.15 In some circumstances, we may manage the concern under the Disciplinary Policy or Poor Performance Policy.

49.16 The DSL or Managing Director will give appropriate feedback to the person who raised the concern.

49.17 If the behaviour is determined to be in line with the Company's Code of Conduct and the law, the DSL or Managing Director will provide feedback to the person the concern was raised about as to how and why this is.

49.18 If the concern is about an agency member of staff or contractor, the DSL will also notify their employer so that any potential patterns of inappropriate behaviour can be identified.

49.19 Records will be reviewed regularly so that potential patterns of concerning, problematic or inappropriate behaviour can be identified. For on-going issues, a clear chronology will be kept using the Staff Chronology LLC document in folder 9.1.

49.20 If the review identifies that there are wider cultural issues within the nursery that enabled the behaviour to occur, the DSL and Managing Director will review any relevant policies and procedures and may organise extra CPD.

49.21 If a concerning pattern of behaviour is identified and escalates to meet the harm threshold, then the matter will be referred to the LADO.

Self-Reporting

49.22 You should feel encouraged and confident to self-report anything that could be perceived as a low-level concern about yourself. You can self-report to the DSL or Managing Director at any time, if:

- You find yourself in a situation which could be misinterpreted or might appear compromising to others.
- You may have behaved in a manner which, on reflection, you consider falls below the standard set out in the Code of Conduct or BCC policies.

49.23 Self-reporting in these circumstances can be positive for a number of reasons: it is self-protective, in that it enables a potentially difficult issue to be addressed at the earliest opportunity; it demonstrates awareness of the expected behavioural standards and self-awareness as to your own actions or how they could be perceived; and, crucially, it is an important means of maintaining a culture where everyone aspires to the highest standards of conduct and behaviour.

Supporting Staff

49.24 The Company recognises its specific duty to ensure the health, safety and welfare of all staff. With this in mind, the DSL and Managing Director (whoever is involved in dealing with the concern) will be mindful of their duty of care to those involved. All concerns will be dealt with sensitively and discreetly and on a need-to-know basis. Appropriate support will be given to those involved, depending on the nature of the concern.

Concerns Raised by Parents or Carers

49.25 The Company recognises and understands the difference between a cause for concern, a complaint and a staff allegation. When a concern about a member of staff is raised by a parent or carer, this does not automatically mean it meets the threshold for an allegation, even if the parent or carer raises it as a safeguarding concern. When a concern is raised, the DSL, with the Managing Director, will decide which level it is at and will speak with the parent or carer about the rationale behind this.

Record Keeping

49.26 A written record of all low-level concerns will be made, using the setting's Low-Level Concerns Recording Form, see Appendix B.

49.27 The Company will retain all records of low-level concerns (including those which are subsequently deemed to relate to behaviour which is entirely consistent with the Code of Conduct) in a Low-Level Concerns file at Head Office.

49.28 Where multiple low-level concerns have been shared regarding the same individual, these will be kept in chronological order as a running record and with a chronology (folder 9.1) alongside.

49.29 Records will be kept confidential and held securely and will only be accessed by those who need to access them. In most cases this will be the DSL and Managing Director.

49.30 The rationale for storing such records on a central file, rather than in staff members' personnel files, is that (a) it makes it easier to address possible issues (particularly around clarity of Code of Conduct) and review the file and spot any potential patterns of concerning, problematic or inappropriate behaviour; and (b) it reassures you and encourages you to share low-level concerns.

49.31 Where an issue also triggers procedures under the Disciplinary, Grievance or Whistleblowing Policies that require records to be made and retained on your personnel file, this will be done in the normal way, in addition to the records of the low-level concern(s) being retained in a central low-level concerns file.

49.32 The Managing Director will review the Low-Level Concerns file periodically to ensure that all such concerns are being dealt with promptly and appropriately, and that any potential patterns of concerning, problematic or inappropriate behaviour are identified. A record of these reviews will be made.

49.33 There is no specific retention period for a low-level concerns record. The Company will therefore keep the record until further guidance states otherwise. When you leave, any low-level concerns recorded about you will be archived with all your paperwork.

References

49.34 The Company follows the guidance in KCSIE on providing references, which prohibits unsubstantiated, false or malicious allegations being referred to in a reference. KCSIE states that:

- Cases in which an allegation was found to be false, unfounded, unsubstantiated or malicious should not be included in employer references. Any repeated concerns or allegations which have all been found to be false, unfounded, unsubstantiated or malicious should also not be included in any reference. See paragraph 226 for further information on

references. Substantiated safeguarding allegations that meet the harm threshold should be included in references, provided that the information is factual and does not include opinions

- *[Employers]*… should only provide substantiated safeguarding concerns/allegations (including a group of low-level concerns about the same individual) that meet the harm threshold in references. Low-level concerns should not be included in references unless they relate to issues which would normally be included in a reference, for example, misconduct or poor performance.

Appendix A: Level of Risk Table

These examples are not exhaustive, nor will the examples set out below be appropriate in every context.

LADO referral	Low level concern /LADO Guidance	Appropriate Conduct
An allegation made which meets the threshold for referral to the LADO and appears in the first instance to meet the threshold for referral to police. Allegations that may meet the harms threshold relate to: •behaved in a way that has harmed a child, or may have harmed a child and/or; • possibly committed a criminal offence against or related to a child and/or; • behaved towards a child or children in a way that indicates he or she may pose a risk of harm to children; and/or • behaved or may have behaved in a way that indicates they may not be suitable to work with children.	Behaviour/concerns that do not meet the setting's code of conduct but **<u>may</u>** not meet the allegation thresholds. Refer to setting's low level concern policy and procedure. There may have been a series or patterns of low-level concerns which cumulatively meet the threshold of an allegation, and result in a referral to LADO. **If the designated safeguarding lead is unclear whether the incident meets the threshold of harm/risk of harm, they may need to seek guidance from the LADO before deciding if the concern or allegation meets the threshold of harm.**	Behaviour which is consistent and in line with the setting's code of conduct and law.
Taking and sharing images of children in a state of undress, sexual Abuse.	Trying to help a child with intimate or personal care tasks which the child can undertake independently.	Using physical intervention to stop a child from running into the road during an outing.
Physically harming a child with intent, with or without leaving a mark. Force feeding, physical restraining or using force as a form of punishment, verbally bullying or humiliating, deliberately leaving children in soiled clothing.	Threatening to use corporal punishment.	A qualified first aider causes an injury when carrying out CPR on a casualty in cardiac arrest.
	Indulges in fun fights, tickling, or 'rough play' with children.	
	Use insensitive or unprofessional language or using inappropriate gestures around children including inappropriate nicknames which may demean, humiliate, or might be interpreted as such.	
Social care involvement with own children. Conviction or caution such as a conviction for assault.	Bringing the setting into disrepute, for example through the inappropriate use of social media.	Shouts at children if warning in an emergency/safety situation.
	Undermining the fundamental British values/expressing prejudicial views.	
Persistent noncompliance with setting policies (babysitting, changing, behaviour, lone working, touch, mobile phone, social media), persistent blurring of work life boundaries, domestic abuse, using illegal substances.	Social contact or communication with children or parents and carers outside of the setting without agreement with the setting's manager.	Comforts a child who is hurt of distressed in line with setting's positive handling/code of conduct.
	Discussing personal, sexual relationships in the presence of children.	
	Showing favouritism to a child or behave in a manner which is either favourable or unfavourable to children.	
	Handling of children that is inconsistent with the setting's positive handling policy such as gripping a child's hand too tightly if holding hands.	

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Appendix B: Low-Level Concerns Recording Form

Please use this form to record any concern (no matter how small) when an adult may have acted in a way which is not consistent with the Company's Code of Conduct (including relating to their conduct outside of work) if the concern does not meet the threshold of an allegation.

Date and time of record:	
Reporting *(If the person who raises the low-level concern does not wish to be named, the DSL/manager will respect that person's wishes as far as possible. Anonymity can never be promised when adults share low level concerns. Where possible adults are encouraged to consent to being named to help create a culture of openness and transparency. If the adult is self-reporting, then they should put their own name and role here).*	
Full Name of the adult reporting the concern:	
Role:	
Details of the adult involved *(who the concern is about)*	
Full Name:	
Role:	
Section 1. Details of the alleged incident/concern	
Date and time of incident:	**Location of incident:**
Details of the incident/concern: *(Provide an accurate and precise account of the concern/incident in chronological order and include the context in which the low-level concern arose, who is involved and what has happened. Include details of any witnesses including witness statements, and a statement from the adult involved, include any other relevant or contextual information and precipitating factors that may be appropriate to factor in. Where the low-level concern is provided verbally then this form can be used to record the verbal conversation).* **Signed by:**	
Section 2: To be completed by the Manager/DSL	
Conclusion of incident/concern: *(Including rationale on why this concern does not meet the threshold of an allegation)*	

Action taken: *(This may include training, support and supervision, or BCC's Disciplinary Policy being used to address conduct or performance, it may include strengthening the setting's own safeguarding policies and procedures).*
Review of actions taken: *(Where multiple low-level concerns have been shared regarding the same individual, these will be kept in chronological order as a running record).*

Name of Manager/DSL:		**Signature:**