

What is a Staff Handbook/Employee Handbook?

A Staff handbook, sometimes also known as an employee manual or employee handbook, is a book given to employees by an employer. Usually, the staff handbook contains information about company policies and procedures. In the UK it often forms part of an employee's terms and conditions of employment.

The staff handbook is a good tool to bring together employment and job-related information which employees need to know, such as holiday arrangements, company rules and disciplinary and grievance procedures. It also provides a useful source of information to new staff as part of the induction process. A written staff handbook informs employees of what exactly is expected of them and creates a culture where issues are dealt with fairly and consistently.

New employees should be asked to sign a form stating they have read and understood the information, and accept the terms and conditions of the staff handbook. They should also be notified that failure to do so within a set time frame may result in termination of their contract.

One of the most important aspects of any Staff Handbook Company Policy Manual is that it is kept current. Laws do change, and your Staff Handbook needs to be updated and kept current to reflect this.

The following pages have been written to give you an outline and basic understanding of what should or could be included in your Staff Handbook, **however, it is your responsibility to ensure that all information is regularly updated and kept current and inline with ever changing legislation.**

Staff Handbook

Welcome to..... (Setting name)

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1. About the Company

Use this section to welcome new employees and give a brief over view of who you are and what you are about. Listed below are some of the things you might want to include.

- Setting Name
- Type of business - registered charity, voluntary managed/private or independent.
- Welcome statement - which may also briefly describe the company's history, reasons for its success and how the employee can contribute to future successes
- Opening hours - including Bank Holidays and Christmas Breaks.
- Brief description of building - lay out, rooms, resources.
- Values – see example below. You may want to add to this.
 - I. The physical and emotional well being of the children: Meeting the individual needs of all children lies at the heart of the EYFS. We will, in close partnership with parents/carers, strive to deliver personalised learning, development and care to help children get the best possible start in life.
 - II. Providing an open, welcoming environment where everyone's contribution is not only valued and respected but positively encouraged.
 - III. Promoting positive attitudes to diversity and difference within all children, helping them to learn and to value different aspects of their own and other people's lives.
 - IV. Encouraging parents/carers to support and participate in the day to day activities that we provide for the children.
 - V. Providing a safe and secure environment, in which children will thrive, staff will feel supported and valued, and parents will feel that their views and opinions are important.

(Providers could use some of the above points to write their Mission Statement about the business goals and objectives which should ideally be included in this introduction and displayed in the setting for staff and parents to view.)

Write your Mission Statement here.

2. Working in Partnership with Parents

- All staff at **(insert name)** will work in partnership with parents building and valuing relationships to ensure a high quality service - we will use our key person system to ensure this happens effectively.
- We will provide a safe, welcoming and happy environment for the children and families that access our service.
- We will keep parents/carers informed of activities by displaying the planning and themes including information on the Early Years Foundation Stage (EYFS).
- Opportunities will be provided for parents/carers to access information about the EYFS framework/activities offered in the setting and contribute to their child's learning in the setting and how they can be involved at home.
- We will always listen to parent's views and concerns to ensure their needs and the needs of their children are met.
- We expect Staff and Volunteers to read and abide by our Code of Conduct.

3. Probationary Period

- **(Insert name)** will confirm your appointment after a **(insert time)** probationary period from the date of commencement of duties, provided that the management/committee is satisfied that the duties are being fulfilled.
- During the first three months you will have a planned induction schedule. This will include familiarisation with all **(insert name)** policies and procedures.
- During the probationary period employment may be terminated by either side on one week's written notice.
- The disciplinary procedure will not come into force until the completion of this period when the appointment is confirmed.

4. Remuneration

- Your date of commencement with **(insert name)** and rate of pay are as stated in your Staff Employment Contract.
- Your rate of pay will be reviewed annually.
- You will be paid your salary on
- You will receive a payment slip with details of your salary and the level of taxation.
- In the event of an overpayment, we reserve the right to deduct the amount overpaid as agreed.
- If you have any queries about your salary please contact your Manager.

5. Hours of work

- Your hours of work will be specified in your Staff Employment Contract.
- Staff that work 6 or more hours in any one day are entitled to a lunch break. (Refer to ACAS website for minimum requirements).
- Overtime will be negotiated with the committee/manager/owner and paid at your normal rate of pay.

6. Flexible Working Policy

All employees have a statutory right to request flexible working arrangements.

You are eligible to make a request if:

- You are employed by the nursery regardless of sex.
- You have been continuously employed for 26 weeks continuously before applying
- You have not already made an application within the past 12 months.

You have a statutory right to ask if:

- You have or expect to have parental responsibility of a child aged under 17 (from April 2011 a child aged under 18)
- have or expect to have parental responsibility of a disabled child under 18 who receives Disability Living Allowance (DLA)
- are the parent/guardian/special guardian/foster parent/private foster carer or as the holder of a residence order or the spouse, partner or civil partner of one of these and are applying to care for the child
- are a carer who cares, or expects to be caring, for an adult who is a spouse, partner, civil partner or relative; or who although not related to you, lives at the same address as you

Under the law we must seriously consider your application, and only reject it if there is a legitimate business reason for doing so. You have the right to ask for flexible working - not the right to have it. We can reasonably decline your application where there is a legitimate business ground.

Employees who do not have the legal right to request flexible working are free to ask if they can work flexibly.

Process:

- If you have the statutory right to apply, then there is a process you must follow.
- The process of making a request and our consideration of it can take up to 14 weeks so if you are thinking about changing your work pattern; speak to us as early as possible.
- You should also be aware that if we agree to your request, then it may result in a permanent change to your contract of employment. If you request a flexible working pattern that will result in you working fewer hours, your pay will reduce too.
- If you do not have the right to request flexible working then the statutory process will still be helpful to you and you should inform us as early as possible.

7. Dress Code

- We expect you at all times to maintain an appropriate personal appearance when at work. Please remember at all times you are an ambassador for our nursery and your conduct and personal appearance reflect on our corporate image.
- All employees must wear a uniform which will be supplied at the commencement of employment and must be returned upon termination of employment. Sensible footwear must be worn at all times.
- Protective clothing will be provided by the nursery.

8. Sickness Leave and Pay

- If you are unable, due to sickness or injury, to attend work, you must inform your Manager as soon as possible on the first day of absence normally before **(insert time)**. You are also required to advise the expected date of your return to work. If you are not able to return on the day expected, you should contact your Manager again and advise of your revised expected date of return.
- If the period of absence is for more than 1 but less than 5 continuous days due to sickness or injury, you must report to your Manager immediately on return to work and complete a Self-Certification Form in his/her presence.
- In the event of that absence exceeding 5 continuous days, due to sickness or injury, you must submit a Medical Certificate as soon as possible. Thereafter, further certificates must be submitted covering all absence until you resume work, at which time you will only be allowed to recommence employment on the submission of a Final Certificate.
- Should you fail to complete the Self Certification form, or provide false information, or fail to supply Medical Certificates for any absence exceeding 7 continuous days, then you could have disciplinary action taken against you.
- Employees who qualify will be paid Statutory Sick Pay. Should your Manager have concerns as to the nature and extent of your self-certificated sickness absences you may be asked to justify your circumstances.
- NOTE: *Statutory Sick Pay can only be claimed for up to 28 weeks in any 3-year period.*

Fit Notes

A new 'Fit note' was introduced in place of a Doctors sick note on 6th April 2010, this will support the employee to return to work with the support of the employer by providing more information about the effects of the illness or injury. For More information on the Fit Note visit www.dwp.gov.uk/fitnote

The fit note will outline what work you can do and is intended to help you stay in work or return to work as soon as possible rather than drifting into long term absence.

The fit note will advise how you can stay in work rather than being off sick, and it may suggest ways of helping you back to work. If your doctor provides a certificate stating that you "may be fit for work" you should inform the Centre or Deputy Manager immediately. Where necessary we will hold a return to work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. If such measures are not possible, you will remain on sick leave and we will set a date to review the situation.

Return to Work

It is expected that you will do everything reasonably possible to facilitate your return to work. If you are absent from work due to sickness or injury you are trusted to act sensibly and honestly and to do your utmost to facilitate a speedy return to fitness and to work.

In the interests of over all consistency the nursery will monitor the absence records of all staff. Where there appears to be a pattern of absence emerging that causes concern and where no improvement has been made (Setting name) may chose to formally review your attendance record in line with our Disciplinary Policy/Procedure.

In the majority of cases, the formal stage should only be instigated when the informal route has been followed. At the formal stage and in accordance with the Disciplinary Procedure you will have the right to representation.

When a certificate stating that you “may be fit for work” is issued from your doctor, we will hold a return-to-work interview to discuss any additional measures we may need to take to ensure a smooth transition back into the work place giving due regard and taking account of your doctors advice.

9. Annual Leave

The legal minimum

(Under the Working Times Regulations 1998(as amended), workers including part time workers and freelance workers have the right to 5.6 paid weeks leave each year from 1st April 2009 and payment for untaken statutory leave entitlement on termination of employment –information taken from ACAS Holidays and Holiday pay document www.acas.org.uk)

- The annual leave year for..... (setting name) is between.....(e.g. 1st April) to.....(e.g. 31st March) *if the worker starts work part way through the setting's leave year, the initial leave entitlement for the employee until the end of the current leave year is based on the period from the date that work commenced until the end of the setting leave year.*
- Your holiday entitlement will be 5.6 weeks pro rata for part time staff, identified in your Staff Employment Contract. **This may include the 8 Bank Holidays.**

A quick guide to calculating holiday entitlement – (ACAS document)

Employees working pattern	After 1 April 2010
Full time 5 days	5.6 weeks (28days)
Part time (4 days)	5.6 weeks (22.4 days) (5.6x4 =22.4)
Part time (3 days)	5.6 weeks (16.8 days)
Compressed hours e.g. 36 hours in 4days	36 x 5.6weeks=201.6 hours per year
Annualised hours eg1,600 hours at an average of 33.5 hours week	33.5 x5.6weeks+187.6 hours per year
Bank Holidays	Can be included in 5.6 weeks leave check your contract

- **There is no statutory entitlement for bank holidays.** Additional unpaid leave on the grounds of religious or cultural beliefs will be granted at the discretion of the management/committee.
- All leave must be arranged with your Manager in advance. The forward notice must be at least twice the period of leave you are seeking, i.e. for two weeks leave you must give at least four weeks notice.
- Nominated dates of closure when workers are expected to take leave are (for example over the Christmas and New Year period)
- **Carrying over leave-** no more then 5 days can be carried over into the following year.

- **On leaving the setting**, any outstanding leave may with agreement be taken as part of notice. Should this not prove possible, outstanding entitlement will be calculated using the formula promoted by the Working Time Regulations 1998:

Formula used to work out outstanding leave entitlement:

<p>(A x B) – C= entitlement A is your annual leave entitlement B is the proportion of your leave year which has expired before your employment ends, and C is the period of leave you have taken between the start of the leave year and the effective date of your termination.</p>	
<p><u>Full Time Employees</u></p>	<p><i>Example: - you work 5 days per week and are entitled to 28 days leave per year and your employment terminates six months into your leave year and you had already taken 3 days leave:</i> (A-28 x B-0.5) – C-3 = 11 days remaining entitlement</p>
<p><u>Part Time Employees (calculated on a pro rata basis)</u></p>	<p><i>Example: -You work from 9am-12pm 5 days a week, term time only for 39 weeks per year and you are paid £75.00 per week. Your average weekly wage will be calculated as follows: £75.00 x 39 wks = £2,925.00 annual pay £2,925 annual pay divides by 52 wks = <u>£56.25 average weekly wage</u> You are therefore entitled to 5.6 weeks (28 days) holiday pay at this rate.</i></p>

- The regulations also provide for an employer to recover from final wages the value of any leave taken in excess of that earned, proportionate to the amount of leave year worked by the date of termination

10. Time off for public duties

Legislation prescribes that you must be allowed *reasonable unpaid* time off to perform a range of Public Duties. These duties are recognised by statute as being:

1. A justice of the peace.
2. A member of a local authority.
3. A member of a statutory tribunal.
4. A member of a police authority.
5. A member of a board of prison visitors or a prison visiting committee.
6. A member of a relevant health board.
7. A member of a relevant education body.
8. A member of the Environment Agency or the Scottish Environment Protection Agency.
9. Jury Service.

The measure of *reasonableness* will be applied in the light of the needs of the setting.

11. Parental Leave and Time off for Dependants

Parental Leave

- You are entitled to request a maximum of 13 weeks unpaid parental leave during your child's first 5 years of life, or first 5 years following an adoption. For a disabled child this can be anytime during the first 18 years of life.
- This leave, unless requested for a period immediately following the birth of your child, will require you to provide 21 days notice of your request and can be for any period up to 4 weeks at any one time.
- You cannot take more than four weeks for any one child in one year.

Time off for dependants

- A 'dependant' is defined as a spouse or partner, child, parent and for the purposes of the first 3 items listed below, anyone who relies on you for help or to make arrangements (e.g. someone other than a lodger, tenant, employee or boarder who lives in the same household as you).
- There is a further category of dependant: any person who reasonably relies on you either for assistance if the person is ill, is injured or assaulted, or to make arrangements for the provision of care in the event of illness or injury.
- You are entitled to take *reasonable* unpaid time off work to attend to the emergency care of dependants. This 'care' is described as follows:
 - I. To help when a dependant is ill, gives birth or is injured or assaulted.
 - II. To arrange for an ill or injured dependant to be cared for.
 - III. Because a dependant's care arrangements are unexpectedly changed.
 - IV. As a result of the death of a dependant.
 - V. To deal with an accident involving a child that occurs unexpectedly in school time.

If your Manager considers that you have unreasonably abused this facility you may face disciplinary action.

12. Maternity/Paternity rights.

- You should note that the Time off for Dependants facility is not intended to meet the occasional need to schedule personal appointments during working time. (Typical examples are for G.P. or Dentist appointments.) Where such needs arise you should, wherever possible, arrange your appointments outside your normal working hours or otherwise at times when your normal working hours will be disrupted as little as is possible. You should always advise your Manager of your needs and secure agreement before taking the time off.
- You should notify your Manager as soon as you believe you may be pregnant and indicate the date the baby is due as there are Risk Assessment implications that may leave you subsequently disadvantaged if your circumstances cannot be assessed at the earliest opportunity.
- You will be entitled to paid time off for ante -natal care, but you should endeavour to make these appointments at the beginning or end of the working day where possible.
- You will be entitled to 26 weeks ordinary maternity leave, which can begin no earlier than the 11th week before your baby is due, provided at least 21 days written notice is given to the setting, if reasonably practicable, together with your original certificate from your doctor or midwife giving the

expected week of childbirth (MATB1). The Expected Week of Childbirth (EWC) means the week, beginning with midnight between Saturday and Sunday, in which it is expected that childbirth will occur. In other circumstances, maternity leave will commence on the day following the birth of your baby or if you become ill wholly or partly as a result of your pregnancy in the six weeks before the week your baby is due.

- During ordinary maternity leave, all contractual entitlements will continue except for the right to remuneration (see Maternity Pay below).

Notification procedure

- To exercise your right to ordinary maternity leave, you must inform the setting, by the end of the 15th week before your Expected Week of Confinement (EWC):
 - That you are pregnant
 - Of your expected week of childbirth
 - Of the date on which you intend your ordinary maternity leave to begin.
- The setting has the right to require a Certificate of Expected Childbirth (Mat B1 or equivalent) signed by your doctor or registered midwife.
- The setting will respond in writing within 28 days of receiving the above information informing you of the date on which your Ordinary Maternity Leave ends, and if entitled to it, the date on which her Additional Maternity Leave ends.

Premature birth or a pregnancy-related illness

- If birth occurs prematurely, Ordinary Maternity Leave will begin on the day this occurs. If you fall ill with a pregnancy-related illness on or after the beginning of the 6th week before your EWC, your Ordinary Maternity Leave will begin on either the first day of that 6th week, or on the day on which you are taken ill, whichever occurs sooner.

Additional Maternity Leave

- If you have worked continuously for 26 weeks or more by the end of the 15th week before your baby is due, you will be entitled to take up to 26 weeks Additional Maternity Leave. This leave runs from the end of the ordinary maternity leave above, giving a total of up to 52 weeks maternity leave in all. Certain elements of your contract of employment continue during Additional Maternity Leave. You will remain bound by duty of trust and fidelity implicit in your contract of employment and your contractual notice period will still apply.

Return to Work

- You are entitled to return to work in the job in which you were previously employed before your Ordinary Maternity Leave began or if that is not reasonably practicable, to another job that is both suitable and appropriate for you, and on terms and conditions no less favourable than before.
- If you intend to return to work at the end of your full maternity leave entitlement, you are not required to give any further notification to the organisation.
- If you decide to return to work before the end of your maternity leave you will be required to give a minimum of 28 days written notice to the organisation.
- If during your maternity leave you decide not to return to work you will be required to give written notice as required in your contract of employment.

Maternity Pay

- Provided you have been continuously employed by the setting for 26 weeks by the beginning of the 15th week before your baby is due, earn over £97 per week and you have complied with the notice requirements above, you will be paid Statutory Maternity Pay for the duration of your ordinary maternity leave.
- For the first six weeks leave you will be paid SMP at the rate of 90% of your average gross earnings on or before the 15th week before your baby is due. For the remaining 33 weeks at the lower of either the standard rate of £124.88, or 90 per cent of your average gross weekly earnings .
- For part time employees the rate of Occupational Maternity Pay will be determined by applying the above formula but recognising that the percentage rates will relate to the OMP being the lower of the percentage figure or the £124.88 where the percentage would take OCP below the £124.88.
- SMP is paid monthly via the payroll and is subject to tax and national insurance. If you do not qualify for SMP you may qualify for Statutory Maternity Allowance. You should contact the Benefits Agency for more information.
- The details above are a summary of Maternity Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

If you return to work while receiving SMP

You can work up to ten days during your Maternity Pay Period (MPP) for the setting without losing your SMP entitlement. These are called Keeping in Touch days (KIT) and these will be with prior agreement from the settings Manager /Owner /Chairperson. Once you have worked for ten days and you do further work for the setting, you will lose SMP for each week in your MPP in which you do that work. Remuneration for KIT days will be line with current hourly wage and for the number of hours worked.

Please Note: This information is correct at the time of publication it is the responsibility of the settings management team to ensure the information is correct at the time of issuing the staff handbook; information is available from www.direct.gov.uk or ACAS www.acas.org.uk

Paternity Leave

- Your Statutory Paternity Leave entitlement is in addition to your normal holiday allowance
- You will be entitled to two weeks paid paternity leave following the birth of your baby, provided you have worked continuously for the organisation for 26 weeks ending with the 15th week before the baby is due. You can choose to take either one stand-alone week or two consecutive week's paternity leave. You must inform the setting of your intention to take paternity leave by the end of the 15th week before the baby is due. You must also inform the organisation of:
 - The week the baby is due
 - Whether you wish to take one stand-alone or two consecutive weeks' leave
 - When you want the leave to commence
- Paternity leave can start:
 - From the date of the child's birth (whether this is earlier or later than expected), or
 - From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or
 - From a chosen date later than the first day of the week in which the baby is expected to be born.
- Leave can start on any day of the week, but must be completed:
 - Within 56 days of the actual date of birth of the child, or
 - If the baby is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.

- Only one period of leave is available to employees irrespective of whether more than one child is born as a result of the same pregnancy.
- During paternity leave, all contractual entitlements will continue except for the right to remuneration (see Paternity Pay below).

Paternity Pay

- During paternity leave, most employees will be eligible for Statutory Paternity Pay (SPP). The rate of SPP is the same as the standard rate of SMP - £124.88 per week or 90% of average weekly earnings if this is less than £124.88.
- The details above are a summary of Paternity Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

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13. Adoption Leave and Pay

- The rights to adoption leave and Statutory Adoption Pay (SAP) allow an eligible employee (one who has been continuously employed by the setting for a period for 26 weeks) who is adopting a child to take time off when a child is placed with them for adoption. An eligible employee is entitled to 26 weeks ordinary adoption leave and a further 26 weeks additional adoption leave, running from the end of ordinary adoption leave. During the period of ordinary adoption leave the employee may also be entitled to Statutory Adoption Pay.
- The rights to Paternity leave and Statutory Paternity Pay (SPP) allow an eligible employee to take paid leave to care for their child or to support the adopter following placement for adoption. They can take either one week's or two consecutive week's paternity leave and during this time may be entitled to SPP.
- Statutory Adoption Pay begins at the same time as your adoption leave and runs for 39 weeks, unless you finish your Statutory Adoption Leave earlier. The current weekly rate is £124.88 or 90% of your weekly earnings, whichever is less.
- Employees who take ordinary adoption leave or paternity leave are entitled to return to the same job: employees who take additional adoption leave are entitled to return to the same job or, if that is not reasonably practicable, a suitable alternative. Employees taking adoption or paternity leave are also protected against unfair treatment (detriment) and dismissal on grounds related to taking adoption leave.
- It is recommended that employees notify the setting of their intention to take adoption or paternity leave when they or their partner are approved for adoption. This will allow time to plan for the intended period of leave.
- You can start your leave either from the date the child starts living with you or up to 14 days before the date you expect the child to start living with you. You can change your leave start date so long as you give at least 28 days.
- The details above are a summary of Adoption Leave and Pay provisions. In the event of any conflict between this summary and legislation, the latter will prevail.

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14. Termination of contract

- Both the employee and employer are contractually required to give 4 weeks notice to terminate the employment contract. Where continuous service is beyond 4 years the notice from the **employer** will be an additional weeks notice for each complete year of employment up to 12 weeks for 12 years service. This is an exception in the case summary dismissal. Any outstanding annual leave due will be taken as part of notice or may be paid in lieu where circumstances dictate.

15. Variation of contract

- Most changes in employment contract will be discussed between employee and manager/committee/owner. It is important that the changes are discussed and agreed with by the employee as in some cases disagreement may lead to termination of current contract through the required notice period (see point 13 above). Where variations are discussed and agreed, employees will be sent a variation of contract form, which they will be required to sign to show they agree the variation of terms and conditions. This will be done within the first month of the variation conditions taking effect.

(For further advice on employers and employees rights around variation of contract contact ACAS)

16. Meetings

- All staff are required to attend meetings as requested to review their performance, discuss children's individual developmental needs, plan for activities and the way forward for the setting.
- Key person systems may be used to arrange meetings.
- Annual General Meetings will be held on**(insert date)** and will require all staff to attend*(if applicable)*

17. Equal Opportunities

Our approach is based on the following:

- Equality of opportunity is inclusive of everyone not exclusive to particular groups.
- We will not discriminate, whether directly or indirectly, in the treatment of any persons on the grounds of gender, race, culture, disability, religion, sexual orientation, marital status or for financial reasons.
- Equality of opportunity is the responsibility of everyone.
- All staff will abide by our equal opportunities policy and will be supported in its implementation.
- We will have an open and trusting environment where individuals are encouraged to discuss issues relating to equality of opportunity and are encouraged to challenge inequality in an appropriate manner.
- Failure by staff to abide by the principles of the equal opportunities policy in carrying out their role will be treated seriously and could lead to disciplinary action.

18. Whistle Blowing Policy

(Setting Name) is committed to the highest possible standards of openness, honesty and accountability. In line with that commitment we encourage employees and others with serious concerns about any aspect of the settings, operations to come forward and voice those concerns. It is recognised that certain cases will have to proceed on a confidential basis. This policy document makes it clear that employees can do something without fear of reprisals. This Whistle Blowing Policy is intended to encourage and enable employees to raise serious concerns within the setting rather than overlooking a problem or blowing the whistle outside.

Staff have the right and individual responsibility to raise any matters of concern regarding poor practice at work. Staff are responsible for safety and well being of all children attending the setting and this is priority over loyalty towards colleagues. - Please see Whistle Blowing Policy.

19. Health and Safety at Work

(Insert name) is committed to providing a safe and risk free working environment. It is the responsibility of you, the employee, to contribute positively to this aim by respecting the needs of others and by conducting yourself in a manner which illustrates your understanding of and compliance with the Health and Safety Policy, issued to you as part of your induction training and found in the policies handbook.

Breach of the nurseries Health and Safety Policy could result in disciplinary action which could lead to summary dismissal on the grounds of Gross Misconduct.

20. Pensions

If there are at least 5 employees employed by your setting, by law you must offer access to a pension scheme. This can be done by offering:

- An occupational pension scheme
- A personal pension scheme that the employer contributes to
- Access to a stakeholder pension scheme
- **(Insert name)** does not operate a private pension scheme but can offer access to a stakeholder pension with **(insert pension's company name)**. Any employees wishing to contribute to this scheme please discuss this with your Line Manager/ Chair. (Delete as necessary)
(www.stakeholderhelpline.org.uk or www.pensionsadvisoryservice.org.uk)

N.B Soon all employers will have to enroll their employees into a pension scheme and pay into that scheme. National Employment Savings Trust (NEST) is coming into force in 2012. For more details of these requirements, see the pension's regulator's website www.thepensionsregulator.gov.uk/pensions-reform.aspx.

21. Disciplinary Procedure

- **(Insert name)** views any breach of discipline as extremely serious. Those involved with, or responsible for, breaches will be subject to disciplinary proceedings at an appropriate level.
- **(Insert name)** requires rules and procedures to be complied with to ensure a good relationship between employees and their Managers. It is hoped that there will be no need to use the disciplinary procedure. However, should such action be deemed necessary, the procedure laid down below should allow all relevant issues to be dealt with reasonably. Disciplinary action is initially at the discretion of the individual's Manager.
- Employees will only be disciplined or dismissed after the Manager has confirmed the decision to take disciplinary action with the Management Committee/Owner.
- An attempt should first be made to resolve the problem informally.

Where a letter of complaint is given, you are entitled to 7 days notice of any disciplinary hearing. You will have the right to attend the hearing and to reply to the complaint.

The statutory procedure, which is set out in full in schedule 2 of the Employment Act 2002, can be summarised as follows:

The following stages apply:

- Step 1
The employee will be notified in writing of the alleged complaint – in terms of performance or conduct; and the basis for the allegations will be set out; the employee will be invited to a meeting to discuss the matter.
- Step 2
A meeting will be held to discuss the basis of the complaint – the employee has the right to be accompanied by a work colleague or union representative. The employee will be advised of the decision and the right to appeal.
- Step 3
A appeal meeting will be held (if the employee wishes to appeal) at which the employee has the right to be accompanied (as above) – the employee will be advised of the final decision.

Unless the complaint is dismissed (insert name) will give you written notice as detailed above.

Verbal Warning

- The employee will be interviewed by their immediate Line Manager and given an opportunity to explain their case.
- The employee will be given advice and help if possible and, if a disciplinary warning is deemed to be necessary, a Verbal Warning will be given and a record of this will be kept on the individual's personal file and will not be considered 'spent' until twelve months have elapsed.
- This warning will detail the reason, the expected improvements, and the time scales within which the improvement should occur and the names of the persons present during the meeting.
- Your Manager will report any verbal warnings to the Management Committee/Owner.

First Written Warning

- The employee will be interviewed by the Manager concerned and given an opportunity to explain their case. Managers will have discussed their intended course of action with the Management Committee/Owner before proceeding.

- If a disciplinary warning is deemed to be necessary, a first Written Warning will be given and a record of this will be kept on the individual's personal file and will not be considered spent until twelve months have elapsed.
- This warning will detail the reason, the expected improvements, and the time scale within which the improvements should occur and the names of the persons present during the meeting.

Final Written Warning

- The employee will be interviewed by the Manager concerned and given an opportunity to explain their case. Managers will have discussed their intended course of action with the Management Committee/Owner before proceeding.
- If a disciplinary warning is deemed to be necessary, a Final Written Warning will be given and a record of this will be kept on the individual's personal file and will not be considered 'spent' until twelve months have elapsed.
- This warning will detail the reason, expected improvements, the time scales within which the improvements should occur and the names of the persons present during the meeting.
- The warning will also confirm that further breaches of discipline may lead to termination of employment.

Dismissal

- Any proposal for dismissal will be initially considered and approved by the Management Committee/Owner.
- The Manager accompanied by the owner, chair or one other member of the Management Committee will interview the employee and give them the opportunity to explain their case and respond to any charges made.
- If the proposal to dismiss is endorsed, the Management Committee/owner will serve notice of termination of employment on the employee.
- In cases of **gross misconduct**, employees may be summarily dismissed without notice and without issuing warnings as detailed above. (See Gross Misconduct.)
- (Insert name) reserves the right to use or omit any steps in the procedure should it consider it appropriate and also reserves the right to have a flexible yet fair standard of disciplining employees if required.
- **All employees have the right to be represented by a fellow employee or union representative at any disciplinary/dismissal meeting.**

Safeguarding Children

Where an allegation of child abuse is made against a member of staff that causes concern, or that they have behaved in a way that has harmed a child, or may have harmed a child, possibly committed a criminal offense against or related to a child, or behaved towards a child or children in a way that indicates s/he is unsuitable to work with children, we will:

- Cooperate fully with any enquiry.
- Detailed records will be taken.
- The setting disciplinary procedure will be followed where necessary.
- Ofsted will be informed.
- We will need to contact the Local Authority Designated Officer for Managing allegations through the Local Safeguarding Children's Board Customer Services Centre (Tel. 01522 782111).
- The setting may have to inform the ISA regarding any allegations.

- Suspension will not be an automatic response to an allegation, but we will need to consider the seriousness and plausibility of the allegation, the risk of harm to children and the possibility of tampering with evidence, as well as the interests of the person concerned and the setting.
- If the allegation is of a serious nature then the management/owner/committee will decide if the employee should be suspended on pay, whilst investigations are being made.

Gross Misconduct

- Is an instance where an employee carries out or fails to carry out an action that is so serious as to justify summary dismissal. Summary dismissal means the employee will not receive notice or any payment in lieu of notice. The following list provides examples of Gross misconduct but is by no means exhaustive.
- Stealing/Dishonesty
- Falsification of a qualification that is a requirement of the employee's employment conditions or which results in financial gain to the employee.
- Falsification of records, reports, accounts, expenses.
- Sexual misconduct/indecent behaviour at work
- Physical assault/fighting
- Deliberate damage or misuse of the nurseries property
- Serious damage to the nurseries property
- Drunkenness or being under the influence of illegal drugs whilst at work
- Possession or control of illegal drugs on the nursery premises.
- Serious breach of Health and Safety
- Serious Breach of Confidentiality
- Gross Negligence
- Conviction of a criminal offence that is relevant to the employee's employment
- Conduct that brings the nurseries name into disrepute
- Discrimination, harassment, abuse or bullying of a fellow worker

You may appeal against disciplinary action taken against you by applying within 5 working days in accordance with the Appeal Procedure.

Appeal Procedure.

- If you disagree with disciplinary action taken against you then you have the right to appeal. This must be made in writing within 5 working days to your Manager/Committee member.
- A formal meeting will be held within 10 working days in receipt of the appeal.
- You have the right to be accompanied by a colleague or trade union representative at an appeal hearing.
- The outcome of the appeal will be communicated in writing as soon as possible after the hearing and the decision will be final.

Criminal Conduct outside work

- Criminal charges or convictions for offences committed outside working hours which include dishonesty or violence may result in disciplinary proceedings being taken against the employee up to and including summary dismissal for Gross Misconduct.
- Criminal charges or convictions for any other type of offence may result in disciplinary proceedings being taken against the employee if in the managements opinion the conviction is such as to affect or likely to affect the suitability of the employee for the position in which they are employed, or likely to damage the reputation of the nursery.

22. Grievance Procedure

The following procedure applies should a member of staff/management have a grievance with a colleague. There is no definition for a grievance and only an individual can determine whether or not they feel aggrieved.

All Staff have a right of appeal if they think they have been unfairly treated.

Staff with a grievance should first inform their immediate Line Manager, if that person is not the subject of the grievance, or the next higher level.

If the grievance is not satisfactorily dealt with at the first formal stage, staff should raise a formal appeal against the outcome of the first stage by putting their grievance in writing to the Chair of the Management Committee/Owner.

(Setting name) encourages in the first instance to try and resolve the problem informally with the person with whom you have the grievance. If the issue cannot be resolved informally, staff should raise a formal grievance with their immediate Line Manager (not involved in the grievance), the following stages apply:

- **Stage One:**

If the matter is not resolved informally, the matter should be raised in writing with your supervisor. (If the grievance is with the supervisor you should refer to stage two of the grievance procedure.

The supervisor will deal with your grievance as quickly as possible and normally you should expect to receive a verbal and written response within 7 days.

- **Stage Two:**

If the matter is not resolved at Stage one or the grievance is about the supervisor, the matter should be raised in writing with the proprietor/chair of the management committee. You should expect to receive a written and verbal response within 7 days.

- **Stage Three:**

If the matter has not been resolved at Stage two you have the right to raise the matter with the whole committee (if applicable)/Owner. To do this you must inform the Chair of the Management committee in writing that this is your intention and formally request that your grievance is brought to the attention of the management.

A full meeting of the Management Committee/Owner will then take place within 28 days of receiving your written request. The grievance will be considered along with any supporting documentation submitted and any other relevant information/evidence brought to the attention of the Chair/ Manager or Owner during the course of stage one and two. You will be given the opportunity to present your grievance at this meeting and you have the right to be supported at the meeting by a work colleague or union representative, although you will not be able to remain during any deliberations that may take place following your presentation. You should expect to receive a written response within 7 days.

Complaints

- Any member of staff who believes that they have been adversely affected by unfair discrimination or harassment should raise the issue via the Grievance Procedure. Staff will not be victimised or bullied for making a complaint and any occurrence of alleged victimisation will be treated very seriously. The Committee/Owner will deal with all complaints promptly and sensitively.

23. Confidentiality

(Setting name) takes the confidentiality of all staff, children and families very seriously. We will only use and share confidential information when necessary to support the wellbeing of individual children.

The setting will not discuss confidential information about children and their families with other parents/carers. Parent helpers/volunteers will be briefed on the importance of maintaining confidentiality and they will not have access to any personal files or information.

(Setting name) will ensure all Management Committee Members/Staff/ Volunteers and Students are aware of, and understand the confidentiality policy, and will be asked to sign a record to agree that they have read the policy and agree to abide by it. They will be made aware that any breach of confidentiality will lead to disciplinary action.

Please read Settings Confidentiality Policy

Breach of Confidentiality.

All Committee/Staff members/Volunteers and Students are expected to regard confidentiality as a duty and a responsibility.

Committee/Staff/Volunteers and Students who disclose information observed or heard without proper authorisation, will be subject to the setting's disciplinary procedure. Action taken will correspond to the seriousness and level of the breach of the confidentiality policy; however, all cases will be treated in a serious manner and Breach of Confidentiality could ultimately lead to summary dismissal on the grounds of Gross Misconduct.

NB: Committee/Staff/Volunteers and Students must continue to observe their duties of confidentiality after leaving employment with the Nursery.

24. Data Protection

(Setting name) is required to keep and maintain records to comply with Ofsted registration and the legal requirements in the EYFS. We are aware of the requirements of the Data Protection Act 1998 and comply with the principles which state that personal data must be:

- Obtained and processed fairly and lawfully.
- Held for lawful purpose.
- Used only for the purpose stated.
- Accurate and up to date.
- Held no longer than the required time.
- Accessible to the individual concerned or individuals with parental responsibility.
- Appropriately secure.
- Disclosed only using the access to information procedure.

We have checked the requirements of the Data Protection Act 1998 and are registered with the ICO

Parents/Carers will be required to sign to consent to necessary information being held.

25. Communication

Private Telephone Calls

- Should be kept to a minimum. Staff should ask friends and relatives to refrain from telephoning them during working hours except in an emergency.

Business Telephone Calls

- Staff should give due regard to the economic use of the telephone. Length of calls should be kept to a minimum so that lines are free for incoming calls.

Mobile Phones -

- Staff may not carry or use their personal mobile phones whilst working in the setting.
- You are only permitted to use your mobile phone during your break in the staff room.
- Setting telephone number should be given out to be used as an emergency contact for staff.
- Staff may not use any camera facility on their mobile during a session.

Email

- Email facilities are provided for business use only and must not be used for any other purpose unless permission has been granted by the management.

Social Networking sites

- Staff should at no times post anything regarding children, their parents/families or other staff at the setting.
- No photographs from the setting may be used, or ones which identify the setting or children.
- No photographs of other members of staff to be used without their consent.
- Anyone posting remarks which breach confidentiality or are deemed to be of a detrimental nature to the setting or other employees may be subject to disciplinary proceedings.
- Maintain professionalism whilst using social networking sites.
- Any employee, who becomes aware of social networking activity that would be deemed distasteful or fail the good judgement test, should make their manager/owner aware.
- Nursery Logos and trademarks may not be used without written consent.

All Staff shall read and adhere to the setting ICT and Social Networking Policies: breach of this policy may result in disciplinary action which could ultimately lead to summary dismissal on the grounds of Gross misconduct.

26. No Smoking Policy

- **(Insert name)** aims to provide a safe, healthy and comfortable environment for children, employees and visitors and operates a NO SMOKING Policy.
- Prospective staff applying for position with the **(insert name)** will be informed of this policy during the recruitment process.
- Visitors should be politely informed about the 'No Smoking' policy.
- Non-conformance with the 'No Smoking' policy will be viewed as a disciplinary issue. Smoking breaks are not available. Staff smoking during their lunch break or before or after work should ensure the satisfactory disposal of their litter and are not permitted to smoke anywhere on the premises.

27. Alcohol/substances policy

- Any member of staff who arrives at work or is found during working hours to be under the influence of either alcohol or substances which affect their ability to perform their duties will be viewed as **Gross Misconduct and will lead to summary dismissal.**
- **NB we will not hesitate to contact the police if we believe there has been an abuse of illegal drugs.**
- Were an employee is taking strong medication, that may affect their ability to care for children, this should be disclosed to the management and medical advice should be sought. The employee will only work directly with the children if the medical advice is that the medication is unlikely to impair their ability to look after the children.

28. Employees Property

- **(Insert name)** does not accept any liability for the loss of, or damage to employee's property brought onto **(insert name)** premises.

29. Employers & Public Liability

- All staff members are covered by **(insert name)** employers and public liability insurance.

30. Staff Appraisals

- As a jobholder, you have a personal responsibility for your performance and development at work. To fulfill this responsibility you need to know what you are expected to do at work and how well you are doing it. You also need opportunities to perform your current role more effectively and to develop yourself for the future.
- Staff Appraisals should take place to a timescale suitable to both employee and manager and reflect the needs of the job, employment hours and the degree of formal support that is beneficial.

There is a minimum requirement for 1 appraisal per year.

31. Staff Training

- In order that **(insert name)** investment in training is properly planned and prioritised, it is vital that, wherever possible, critical training and development needs for the **full year ahead** are identified.
- **The Management/Committee will seek funding to cover the cost of attending mandatory training.**
- A minimum of 4 days training will be provided per year.
- Time off (paid or unpaid) to attend training during normal working hours will be negotiated with the Management/Committee.
- As a childcare provider, it is essential that we evaluate our investment in training and development. This practice will, itself, reinforce learning. The feedback of that evaluation will help to improve continuously the effectiveness of such investment. The Management/Committee will discuss training undertaken and consider how the 'learning' gained has been integrated into working practice.

32. Collective Arrangements/ Trade Unions

- Any Collective Agreement does not cover your Terms and Conditions of Employment.

33. Disclosure of Information

- All employees must have read and agreed to the Confidentiality Policy within their first week of employment.
- You should not directly or indirectly disclose to any unauthorised person any confidential knowledge or information relating to **(insert name)** or its members without first obtaining permission in writing.
- The rules concerning disclosure of information apply both during and after your employment with **(insert name)**.
- At the time of leaving **(insert name)**, for whatever reason, you are required to return all products, documentation or any other information related to **(insert name)** and, if requested, confirm compliance of the same in writing.

NB: Committee/Staff/Volunteers and Students must continue to observe their duties of confidentiality after leaving employment with the Nursery.

This staff handbook has been created by..... (Setting name)

Issued on _____ (Date)

Issued by _____ (Name)