

Children's Links Group EMPLOYEE HR HANDBOOK

Guidance for Employees

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Children's Links Group

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WELCOME TO THE CHILDREN'S LINKS GROUP

Children's Links is a national children and young peoples' services charity. We pride ourselves on our professional workforce and our expertise across many areas of service delivery for children and young people. Children's Links has built its business of developing work to deal with gaps in services identified by our stakeholders, parents, children, funders and the wider community.

We have a trading subsidiary called Linking Up Limited (LUL), together we make up the Children's Link Group (the Group). All profits generated from our commercial activities are re-invested back into the Group so we can further benefit the community.

Our vision is to change children's lives for the better.

In order to achieve this, we work together to

- Help children reach their potential
- Build confidence and resilience
- · Have a lasting impact

Children's Links values

- Learning
- Innovation
- Nurturing
- Kindness
- Striving for Success

To help us achieve our vision we have 4 strategic goals

- Deliver high quality services that meet children's needs
- Have a skilled workforce that embodies our values
- Make best use of our resources to ensure long term sustainability
- Optimise partnership opportunities

This handbook is designed to provide you with information and guidance on the Group's employment and the HR policies and procedures and our approach to employment where appropriate. For the avoidance of doubt, this Handbook is a non contractual document, all of your contractual terms will be found in your Contract of Employment.

The policies and procedures apply to all staff and volunteers within the Children's Links group. They will be reviewed on a three year cycle or when legislation or good practice changes.



GENERAL RULES

- 1) Employees are expected to act wholeheartedly in the interests of the Company at all times. Any conduct detrimental to its interests or its relations with its clients, suppliers, the general public, or damaging to its public image will be considered to be a breach of Company Rules.
- 2) Confidential information relating to the Company, its clients or suppliers must not be disclosed to any third party at any time, either during or after employment. This includes removing or copying documents, electronic data or tangible items that belong to the Company and which contain any confidential information. On termination, you must return all such items that are in your possession to the Company.
- 3) All authorised notices displayed throughout the Company are expected to be read and observed.
- 4) Employees should always attend work ready and able to perform their duties. Any Employee who is suspected of not being fit for work e.g. under the influence of alcohol will be immediately suspended and may be subject to the Disciplinary Policy.
- 5) If employees have other employment in other establishments, they should ensure that this does not affect the standard of their performance with the Company. Any such additional employment must be agreed by SMT, such agreement will not be unreasonably withheld.
- 6) To ensure maximum efficiency, employees are employed on the basis that they must be prepared to undertake all reasonable requests to carry out duties other than those for which they have been specifically engaged.
- 7) Incoming telephone calls for non-essential business are not encouraged as such calls will block the Company's telephone lines as well as cause a distraction for the employee
- 8) As many employees now have mobile telephones of their own, it is clear that use of these telephones in the working environment is becoming an increasing issue. If an employee brings their mobile telephone to work, they should ensure its use does not disturb their colleagues and does not distract them from their work
- 9) Mobile phones and electronic devices should be used in line with our Mobile and Electronic devices procedure
- 10) In the event of a shortage of work for whatever reason, the Company reserves the right to introduce short time working or to lay off all employees without pay. This, however, will be a last resort, as every effort will be made to avoid this action. Statutory guarantee payments will be paid where appropriate in these circumstances.
- 11) In the event that the need arises to permanently reduce staffing levels, the following selection procedure will normally apply where there is more than one employee of a particular type at risk of redundancy.
- 12) Selection for redundancy will normally be based upon an assessment of relative capabilities, performance, service length, reliability, conduct, attendance record and suitability for the work that remains. Due weight will be given to each of the above criteria.
- 13) Employees must throughout their employment disclose to the Company details of any criminal or civil proceedings brought against them.



- 14) Employees must only speak or communicate with the press or broadcasting media about the Company or its business activities if authorised to do so by SMT.
- 15) Employees who find any item of lost property on the premises are required to bring it to the Company's attention immediately.
- 16) Receiving gifts from clients or suppliers is not good practice. Any employee who receives a gift, other than one of a nominal nature, from a business contact (e.g. service user or supplier, potential or actual) must disclose details of it to the Company. Similarly, any gifts to business contacts from employees must be disclosed in the same way.
- 17) Intellectual property, copyright, or other rights in relation to any invention, process, design, programme or other matter created by you (alone, or with others) during your employment and capable of being used in the business of care of children, shall immediately be communicated to the Company by you and shall be the sole and absolute property of the Company. You shall execute all documents and take all steps necessary to authorise the same to the Company.
- 18) Occasionally, changes to the nature of our business may make it necessary to discuss with individual employees, the feasibility of carrying out alternative positions within the Company. Employees are encouraged to embrace such changes and to develop new skills.
- 19) All employees, trainees and volunteers must be friendly and courteous to all service users and visitors.
- 20) Private mail should not be sent care of the Company. Please be aware that Management reserve the right to open and read all mail.
- 21) You are not permitted to purchase or sell goods on your own behalf on the premises, without the express permission of SMT.
- 22) Unless you have received specific authorisation from SMT, no collections or deliveries are allowed on the premises.
- 23) You are required to attend all staff meetings. The objective being to offer communication between employees, review safety and review progress/changes and to provide feedback.
- 24) Employees may be asked from time to time to provide written statements of events or occurrences within the Company. Such statements will be dealt with in confidence, however, may have the requirement to be shown to third parties.
- 25) Employees should be aware that any such statements may become admissible at a later date. This means that your identity may have to be known if as a result of evidence provided a formal proceedings.

DRESS

1) Throughout your employment you will be representing the Company. Your appearance and professional conduct are important for both your own advancement and the continuing development of the Company.



- 2) Dress and appearance are an important requirement of your work and should always be of the highest standard to protect the image and reputation of the business. Employees must therefore be prepared to improve or change their dress and appearance if reasonably requested to do so.
- 3) We encourage everyone to present themselves in dress and appearance in a way which reflects the Company's professional approach. You are required to dress in a way that is appropriate for your role, for example, those in Head Office or Central Services should wear a combination of standard office clothes.
- 4) The Company may provide Uniforms for those in Nursery or Play Rangers. If you are provided with a uniform it would normally be a Polo Shirt and/or Fleece. The remainder of your clothing should be provided by yourself and appropriate to the activity you are expected to do
- 5) Where Uniforms are provided they should be worn at all times whilst at work and be regularly cleaned. Where no uniform is provided you should wear suitable clothing, which should have management approval and conform where possible to the corporate colours.
- 6) Health and safety must be a consideration with all clothing and footwear. For example, do not wear jewellery that children could grab.
- 7) If you choose to store items at work whilst you aren't permitted to wear them, the Company will not be responsible for any loss or damage to your property.

NO SMOKING

- 1) It is widely recognised and accepted that smoking constitutes a danger to the health of those who smoke, as well as those that do not. Smoking also presents a serious fire risk g. We therefore prohibit smoking by employees, services users and visitors at any time inside any part of Company premises or during outreach sessions.
- 2) The use or smoking of electronic smoking devices such as e-cigarettes is also prohibited for employees, service users and visitors. There is a potential risk of fire from the over-charging of such devices, it is prohibited to charge the devices or any associated equipment in Company vehicles or on the Company premises, including car parks.
- 3) Any person seen smoking in any non smoking areas should be politely notified of the no smoking policy and asked to stop smoking.
- 4) We recognise that smoking is an addictive habit and will be prepared to support any employee who wishes to undertake counselling or medical treatment for the purpose of stopping smoking. If an employee wishes to discuss any support that may be required, they should contact their manager in the first instance.

SAFER RECRUITMENT AND SELECTION OF STAFF

1) The Company aims to ensure that the highest standard of care to its service users is maintained at all times. To this end the Company operates a recruitment and selection policy



- designed to ensure that the right person is appointed to the right job without regard to any discriminatory factor.
- 2) Children's Links Group shares a commitment to safeguard and promote the welfare of children and young people. Our commitment is underpinned by robust processes and procedures that seek to maximise opportunity, minimise risk and continuously promote a culture that embraces the ethos of safeguarding amongst our workforce.
- 3) The recruitment and selection process is designed to identify and reject applicants who are unsuitable to work with children and young people.
- 4) When a vacancy occurs existing employees, wherever possible, will be considered for promotion, or a change of department/job category.

Advertising

- 5) Vacancies may be advertised both internally and externally using as wide a variety of advertising media as possible. Advertisements are prepared to ensure that they comply with all current legislation and relevant regulations.
- 6) We use reputable sources to advertise any vacancies such as Indeed, our own Company web site and local authority websites. We also advertise all positions internally throughout the Company. All recruitment processes including the advertisements will follow the three steps safer recruitment: Deter, Reject and Prevent.

Applications

- 7) Our preferred option is that applicants should complete an application form but CVs can be accepted if all information is provided to meet the safer recruitment requirements. Each applicant will be sent information relevant to the position applied for, which will include a current job description that states any DBS requirement each applicant will also receive details about the conditions of service including pay.
- 8) The applicants' employment list will be checked for any gaps or evidence of misconduct.
- 9) From an equal opportunity point of view the same people are involved at all stages of the recruitment and selection process. It is not considered appropriate for one member of staff to shortlist alone.

Interviews

- 10) The Company will assess the style, format and number of interviews according to the job, which is under consideration. The process may include any of the following:
 - a. Aptitude tests;
 - b. Assessment centres; or
 - c. Other procedure, which the Company considers suitable for the job in question. Eg direct delivery with children
- 11) Where the job involves working with children the interview panel will have undertaken Safer Recruitment training.
- 12) We will respond to any concerns about the suitability of an applicant to work with children and young people during the recruitment process



- 13) Confirmation of appointments are subject to the following:
 - a. Provision of relevant documentation in accordance with the legislation current at the time to confirm entitlement to work within the United Kingdom.
 - b. Receipt of two satisfactory references including a reference from the most recent employer (See Reference Request Policy);
 - c. For roles that require it, the completion of and receipt of a satisfactory DBS at the appropriate level; Confirmation of qualifications claimed in particular evidence of any NVQ or similar qualifications;
 - d. Completion of satisfactory 6 month probationary period;

Appointment

- 14) The Company reserves the right to take up references in respect of any candidate, including references from past employers, and to make any job offer conditional upon the receipt of satisfactory references being obtained within a reasonable time period (usually 28 days).
- 15) The decision to shortlist and appoint will be a joint decision between at least two members of staff. HR will confirm a provisional offer of employment in writing. A contract is entered into when a job is offered and accepted.
- 16) In accordance with the current employment legislation, a statement of particulars must be issued to the employee within eight weeks of commencement of service.
- 17) All staff receive an induction that covers key areas of their role and includes safeguarding
- 18) We will respond to any concerns about the suitability of individuals to work with children and young people.

Failure to Disclose Information

- 19) Because of the nature of the employment there is a strict obligation on prospective employees to provide accurate information on the application form.
- 20) The Care Sector is exempt from the provisions of the Rehabilitation of Offenders Act 1974 and as a consequence all prospective employees must make a full declaration prior to employment of any criminal charges of whatever nature (including informal police cautions or Anti Social Behaviour Orders). A failure to do this would result in disciplinary action being taken for making a false and misleading statement and is likely to result in dismissal for gross misconduct within the disciplinary procedure.
- 21) All existing employees are required to notify their manager immediately of any charges or similar action if they should occur during employment. A failure to do so could result in disciplinary action leading to dismissal for gross misconduct.
- 22) All staff are responsible for notifying the manager in person should any circumstances arise that may affect their suitability to work with children. This will include any health concerns or incidents occurring outside the Company. Staff may face disciplinary action should they fail to notify the manager in a reasonable time scale, all employees will complete a declaration form annually.
- 23) All members of staff in roles that require an enhanced DBS will be expected to subscribe to the online annual update/monitoring service offered through the DBS, this is a condition of employment



REFERENCES

- 1) Your offer of employment is made subject to the Company receiving two satisfactory references. If unsatisfactory references are received, the offer may be withdrawn.
- 2) No employee will start work prior to receipt of 2 satisfactory references.
- 3) Should you leave the Company's employment the Company will provide the reference directly to your prospective or new employer stating date of joining, date of leaving, absence record and any outstanding disciplinary issues. Requests for references should be made by your prospective or new employer to the Head Office. No reference should be given by a Company employee under any circumstances.
- 4) Any such references will be given without liability on behalf of the Company.

TIMEKEEPING AND ABSENCE

- 1. Employees are responsible for attending work punctually in accordance with the hours defined in their contract of employment.
- 2. Employees may not leave work prior to their normal finishing time without permission. In the event of any employee requiring time away from work during normal working hours, they must discuss the request with their Manager and on receiving permission contact their Manager before leaving and on returning to work.
- 3. Lateness for work may result in pay being reduced accordingly.
- 4. Persistent lateness may lead to disciplinary action being taken.
- 5. If employees are absent from work for any reason they (or someone else on their behalf) must notify their Manager as son as possible and before their working day is due to start. Any unauthorised absence must be properly explained. In the case of absence of uncertain duration, employees should keep the Company informed of the reason for continued absence and the progress towards a return to work. You are advised that daily contact regarding your progress is preferred. You are also expected to inform your Manager before the end of the working day on whether you are likely to return the following day.
- 6. If an employee's incapacity through illness or injury continues for more than seven consecutive calendar days, the employee must provide the Company with a doctor's medical certificate as soon as it is available.
- 7. Immediately upon returning to work after a period of sickness or injury absence of whatever length, employees will be invited to attend a return to work interview.
- 8. Failure to comply with the requirements in the previous paragraphs may result in Statutory Sick Pay (SSP) being withheld, and, where appropriate, Company sickness pay.
- 9. In the event of continued absence, the Company may arrange welfare meetings with the employee. This will enable the Company to obtain information concerning the continued absence and assist in managing the employee back into the work place. This will form part of the absence management procedure.



- 10. In the event of persistent or continued absenteeism, the employee may be asked to give permission to the Company to contact the employee's doctor or to undergo an independent medical examination at the Company's expense. This is to enable the Company to obtain up to date authoritative information on the employee's health problems.
- 11. Unauthorised absence may lead to disciplinary action being taken. In such circumstances, medical certificates may be requested for all subsequent periods of absence. The Company will meet any associated administration charges.
- 12. Employees will be paid Company sickness pay or SSP in accordance with the current Government provisions that are applicable. Entitlement to sick pay may however be affected if employees do not comply with the Company Rules for reporting and certificating absence from work due to sickness.

HOLIDAYS

- 1. As indicated in the written statement of main terms and conditions of employment, the Company holiday year runs from 1st April through to 31st March.
- 2. Unused holiday entitlement can be carried over from one year to the next with the agreement of your line manager. As a minimum the statutory entitlement must be taken during the year. No payment will be made in lieu of any holiday entitlement taken in previous years.
- 3. For a half-day or one day holiday, employees should give at least one weeks' notice of request. For any time longer employees should give at least 4 weeks notice Requests should be made via the Iris HR system. Holidays are approved on a first come, first served basis. Holidays of more than 10 days can only be taken if not detrimental to business needs and if agreed in advance by senior management.
- 4. Holiday dates will be agreed after considering the needs of the Company and its service users, and ensuring that the minimum staffing levels needed to provide the best service to our clients, are maintained.
- 5. Employees will be notified on an annual basis of the need to reserve any days of their entitlement for holiday shutdown periods.
- 6 Part time employees are entitled to a pro-rata amount of the Bank Holiday days.
- Where an employee is sick while on authorised holiday they will be considered to be on holiday leave and not on sick leave, unless specifically supported by doctor's certificate (for the period of illness) and agreed by SMT.
- 8. Any payments of holiday pay made to employees in excess of the amount accrued will be deducted in full from the final monies due on termination of employment. Where the amount of the overpayment exceeds any final payment, employees must reimburse the Company accordingly. In the event of the termination of employment, any holiday entitlement earned but not taken in that year will be paid for.
- 9. Employees are not permitted to book any entitlement for the following year until January of the current year.



10. Any holidays taken without prior permission may lead to disciplinary action being taken, up to and including the termination of employment.

EMERGENCY TIME OFF FOR DEPENDANTS

- 1. The Company operates a policy to allow you to take reasonable time off work to deal with an emergency situation concerning a dependant.
- 2. A dependant can be any of the following:
 - Your spouse, child or parent.
 - Someone who lives with you (but who is not your employee, lodger or boarder)
 - Anyone who relies on you, when he or she is ill or injured, either to assist them or to make arrangements for their care.
- 3. You may take a reasonable amount of unpaid time off work in the following circumstances:
 - To help when a dependant gives birth, is ill, injured or assaulted.
 - To make arrangements for the care of a sick or injured dependant.
 - To deal with the death of a dependant.
 - To cope when care arrangements for a dependant are unexpectedly disrupted.
 - To deal with an unexpected incident involving a dependant child at school.
- 4. You may only take reasonable time off work if you contact your manager by telephone as soon as possible to discuss the reasons why you need time off.
- 5. You may take a reasonable amount of time off work. What is reasonable will depend on the circumstances of each incident. In most cases your manager may agree that you are able to take half a day or one day unpaid time off work to deal with an emergency situation concerning a dependant. You should, as far as possible, agree with your manager how long you will be away from work.
- 6. You should note that, unless stated otherwise in your Contract of Employment any time off taken under this policy will be unpaid.

CARER'S LEAVE

- 1. Employees with caring responsibilities can take unpaid statutory carer's leave from day one of their employment. This policy outlines the Company's position on employees taking time off for this reason, whilst ensuring the Company's operations are not unduly affected.
- 2. Employees can take carer's leave to give or arrange care for a dependant who needs long-term care.
- 3. Employees are entitled to take one working week of unpaid carer's leave per rolling 12-month period to provide or arrange care for a dependant with a long-term care need. A week is based on the number of days employees normally work in a week.
- 4. Employees can request to take their entitlement in a continuous block or separate occurrences, but each occurrence must be at least one-half of their working day.
- 5. Employees are not required to provide evidence of eligibility in relation to a request for carer's leave.



- 6. A dependant of an employee can include:
 - their spouse, partner or civil partner;
 - their child;
 - their parent;
 - a person who lives in the same household but is not a tenant, lodger, boarder or employee;
 - a person who reasonably relies on the employee to provide or arrange care, such as an elderly neighbour.
- 7. A long term care need would be classified as:
 - have an illness or injury (physical or mental) that requires, or is likely to require, care for more than three months;
 - have a disability as defined under the Equality Act 2010;
 - require care for a reason connected with old age.
- 8. An Employee wishing to take Carer's Leave should give twice the length of notice to be to the amount of time that the employee wants to take off as carer's leave in that instance or three days, whichever is longer.
- 9. The Company may decide to postpone an employee's request for carer's leave for up to one month, if the Company reasonably considers that their absence would call serious disruption. The Company will try to avoid postponement wherever possible.
- 10. If the Company needs to delay carer's leave, the Company will consult with the employee before determining a new date for the employee to take the carer's leave requested.
- 11. The Company will confirm to the employee in writing the reason for the delay of the carer's leave and the new agreed date of leave. This must be within seven days of the request or before the leave starts, whichever is the earlier.

SPECIAL LEAVE

Bereavement

- 1. During employment, there may be occasions when time away from the office is necessary and unavoidable for various special reasons, including bereavement.
- 2. The death of a member of the employee's family or friend is recognised as a time when arrangements to deal with such a personal loss are necessary. In order to support employees throughout such a period, we will agree with the employee a period of compassionate leave on an individual basis, dependent upon the circumstances.
- 3. In all cases, the payment of wages for such periods of compassionate leave will be made on a discretionary basis.

Medical appointments

4. All medical appointments should, wherever possible, be made outside normal working hours. However, we do recognise that this is not always possible, and allow time off for medical and dentist appointments when necessary. Time taken to attend medical appointments will be unpaid.



5. Alternatively, employees can, if deemed necessary, work additional hours to make up the time lost. In all circumstances, time off for these appointments and the dates and times of any additional time worked must be agreed in advance with the employee's manager.

MATERNITY

The Company is keen to promote opportunities for its staff and to encourage applications from all people irrespective of sex. The Maternity Policy forms part of the Company's overall Equal Opportunities and Dignity at Work philosophy.

- 1. It is important to provide a structured approach to maternity and maternity leave to ensure that staff are adequately protected and encouraged to benefit from the opportunities available during the maternity period. The Company is keen to ensure that all employees are treated fairly and are not discriminated against in any way arising from their pregnancy or maternity leave.
- 2. Maternity leave is currently for a period of 52 weeks, part of which (39 weeks) may be paid subject to the employee meeting certain qualification requirements. Full details of the current qualifying periods and payment rates will be provided on application. The details of this entitlement will also be included in correspondence employees will receive on notifying the Company that they are pregnant.

Prior to Maternity Leave Commencing

- 3. Employees are encouraged to notify the Company of their pregnancy at the earliest opportunity.
- 4. Whilst a risk assessment is undertaken in relation to all staff, any staff member notifying the Company that they are pregnant will receive the benefit of an individual risk assessment specifically addressing their safety and the safety of their unborn child.
- 5. Employees will receive details of the Company benefits relating to maternity, maternity leave and maternity pay.
- 6. Employees who have any concerns in relation to benefits and future payments should contact their line manager.
- 7. Employees have the right to take reasonable periods of time for the purpose of ante natal classes as recommended by their doctor/midwife. Employees should discuss the practicalities of this with their line manager. Expectant fathers or partner (including same sex) of a pregnant woman is entitled to take unpaid leave of up to 2 appointments. A maximum of 6.5 hours in total.
- 8. The Company may request written confirmation from the employee of the relevant appointments.
- 9. Employees who have problems or difficulties during their pregnancy are encouraged to talk matters through with their line manager.
- 10. Maternity leave may commence automatically when an employee is absent with a maternity related illness four weeks prior to the expected week of childbirth.
- 11. Employees have the right to take a full 52 weeks' maternity leave however, in many cases employees do not wish to do so. If an employee wishes to make arrangements to return early they should contact their line manager to discuss the position. The Company cannot allow any



employee to return during the compulsory period of maternity leave which is for a period of two weeks but return after that time is possible if an employee wishes to do so.

During Maternity Leave

- 12. Employees who go on maternity leave remain employees of the Company and the Company encourages a philosophy of maintaining contact with employees as well as encouraging employees to maintain contact with the Company, keeping it, and their work colleagues aware of their position. You will be provided with full details of the various maternity entitlements.
- 13. The Company will endeavour to ensure that employees who are on maternity leave are kept fully informed of developments within the Company. Employees will be contacted personally by telephone, through welfare visits (where employees have no objection to this) and by e-mail where employees have provided such facility and confirmed that the Company may contact through this means.
- 14. We encourage employees to take advantage of the "Keeping in Touch" days that are available to employees and employers. We endeavour to use these days for the purpose of keeping employees abreast of new developments, or any appraisals and training opportunities within the Company. Employees are however under no obligation to participate in or agree to attend work for "Keeping in Touch" days. Normal pay for the hours worked; inclusive of any SMP payment entitlement, will be made in the usual way.

Additional Paternity Leave

15. If you wish to return to work and not to take advantage of the full amount of your maternity leave entitlement, the father of your child or your partner could have the right to up to 26 weeks' Additional Paternity Leave. This is in addition to the two weeks' Statutory Paternity Leave they could be entitled to. Additional Paternity Leave can be taken 20 weeks after the child is born and must finish before the child's first birthday. Please refer to the Paternity Leave policy for further details of this element of the policy.

Shared Parental Leave

16. SPL is available for those employees that are eligible. Parents will be entitled to share the care of their child during the first year after their birth or adoption. Full details can be obtained from your HR team should you wish to apply.

Prior to the End of Maternity Leave

- 17. Employees may still contact the Company and agree to an earlier return date than that which was originally detailed. In this event employees are requested to give the Company eight weeks' notice wherever possible of such an intention. The Company may, at its discretion, allow an earlier return to work.
- 18. Employees have the right to continue to accrue holiday entitlement during maternity leave. Employees should consult with the Company on how best to take advantage of any entitlement due to them on their return. In some circumstances it may be preferable for the employee to indicate an earlier return to work and then take accrued holiday prior to the actual recommencement of work. These are matters that the Company will be pleased to discuss with the employee. Leave not taken in a current leave year will not be allowed to carry over into another leave year.
- 19. The Company aims to promote a positive environment for employees who are pregnant or with child care needs so that they may continue to work and progress their careers.



20. This policy is subject to regular review to ensure that it continues to promote the ethos of the Company whilst remaining legally compliant.

PATERNITY

Following the birth of a child, the right to paternity leave and pay gives fathers the right to take paid leave to care for their child or support the mother.

- 1. In order to qualify for paternity leave, you must satisfy the following conditions:
 - Have or expect to have responsibility for the child's upbringing.
 - Be the biological father of the child or the mother's husband or partner.
 - Have worked continuously for us 26 weeks ending with the 15th week before the baby is due.
- 2. If the employee satisfies the criteria above, they will be entitled to take either one week or two consecutive weeks' paternity leave. Employees may choose to start their leave:
 - 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.
- 3. Paternity Leave can start on any day of the week on or following the child's birth but must be completed:
 - Within 56 days of the actual date of birth of the child, or
 - If the child 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.
- 4. Only one period of leave is available to employees irrespective of whether more than one child is born as the result of the same pregnancy.
- 5. If an employee earns above the Lower Earnings Limit for National Insurance purposes, they will be entitled to Statutory Paternity Pay (SPP). The rate of SPP is the same as the standard rate of Statutory Maternity Pay.
- 6. Employees must inform their manager of your intention to take paternity leave by the end of the 15th week before the baby is expected, unless this is not reasonably practicable. The employee must give details regarding:
 - The week the baby is due.
 - Whether they wish to take one or two weeks' leave.
 - When you want your leave to start.
- 7. Employees may change their mind about the date they wish this leave to start but the employee must inform their manager at least 28 days in advance. The employee must tell their Manager the date they expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.



- 8. Employees must give their manager a completed self-certificate as evidence of their entitlement to SPP. Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary or other cash payments, throughout their paternity leave.
- 9. Employees are entitled to return to the same job following paternity leave. The Company does not currently pay any enhancements above the level of statutory payments in this area.
- 10. Employees may now also be entitled to Additional Paternity Leave and Pay. For employees to qualify for Additional Paternity Leave and Pay, they must be taking the time off to care for the child. The child's mother or adopter must have been entitled to one or more of the following:
 - Statutory Maternity Leave
 - Statutory Maternity Pay
 - Maternity Allowance or
 - Statutory Adoption Leave or Pay
- 11. They must also have returned to work and ceased to claim any relevant pay.
- 12. Additional Paternity Leave can be for a maximum of 26 weeks. If their partner Additional has returned to work, the leave can be taken between 20 weeks and one year after their child is born or placed for adoption. Employees may be also entitled to receive Additional Statutory Paternity Pay during their partner's Statutory Maternity Pay, Maternity Allowance or Adoption Pay period. Employees are requested to contact their manager in the first instance for any requests of this nature.
- 13. Prospective fathers or other qualifying people will be entitled to unpaid time off work to attend two antenatal appointments. Each appointment can last for up to six and a half hours. In the first instance employees should speak to their line manager.

JURY SERVICE

When an employee is summoned for Jury service we understand that this is a civic duty, and we appreciate employees' commitment to fulfilling it.

- 1. Jury service is normally treated as unpaid absence and the employee can claim a daily allowance through the court.
- 2. For the first 10 days (2 weeks) of Jury service Children's Links will supplement the standard allowance that can be claimed from the courts to bring the employee to full pay.
- 3. Where the case lasts longer than two weeks, the top up will be applied in line with Occupational sick pay eligibility.

FLEXIBLE WORKING

1. We recognise that, as a responsible employer, we have obligations to ensure that employees are able to maintain an effective balance of their work and home or other commitments.



- 2. Flexible working is not an automatic right but there is a legal entitlement for employees to approach the Company in writing to request a change in their working arrangements. In the first instance employees should ask to confirm if they are eligible before making a written application. The new arrangements, if agreed, can include:
 - A simple change in the number of days worked
 - A change in the number of hours worked
 - Changes to starting and finishing times
 - A combination of part time and home working
- 3. Employees should remember that, unless otherwise agreed, any changes will be permanent. The Company is however prepared to consider applications that incorporate a trial period. Employees should also remember that any flexible working application that is agreed, and which involves a reduction in hours or alteration in duties and responsibilities, will mean a corresponding variation in pay and benefits.
- 4. The Company is prepared to initially discuss any matters in relation to flexible working on an informal basis. However, the formal process to agree flexible working initially requires a letter from the employee to their manager, outlining the flexible working request and the reasons for the request.
- 5. The application must include the following:
 - Date of the application;
 - The changing working conditions being requested;
 - When the change is to be effective from;
 - What effect, if any, the change will have on the Company and how in their opinion such effect might be resolved;
 - State that this is a statutory request and if applicable when the previous request for flexible working was made.
- 6. The employee's line manager will acknowledge receipt of the request and state their application is being considered.
- 7. The Company will assess all such applications on their individual merits but employees should be aware that there will be occasions when an application has to be rejected for relevant business reasons. In those circumstances, we will seek to find a mutually suitable alternative although that may not always be possible.
- 8. If the application for flexible working is approved; the Company will confirm this in writing to the employee. Please note any such change is a permanent change to employee's terms and conditions of employment and there is no automatic right to revert back to the original hours of work.
- 9. If the application is not approved the manager will arrange to meet with the employee as soon as possible. Prior to the meeting, the proposed changes will be considered in light of the impact on the Company. The meeting provides an opportunity to explore the work pattern requested and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns, should there be difficulties in accommodating the requested work pattern outlined in your application. Employees are entitled to be accompanied by a work colleague at this meeting



WORKING FROM HOME

- 1. You may be eligible to work remotely if your duties can be met through basic hardware and software, you have proven to be trustworthy, disciplined, and self-motivated, and have been given permission by the company.
- 2. While working remotely, you must adhere to all the conditions in the Employee Handbook. All company policies around conduct, confidentiality, sick leave, etc., continue to apply, regardless of location.
- 3. Disciplinary processes may follow policy transgressions of any kind which could result in the termination of your employment.
- 4. You must follow the work schedules provided to them, be sure to meet deadlines, uphold high-quality standards, and submit required reports. And while some flexibility is allowed, the employee must agree to work set hours.
- 5. Tools will be made available to you for managing time and tasks, communicating with coworkers, logging and tracking projects, and accessing resources.
- 6. Performance will be measured, focusing on the same metrics that apply to work done in the office.
- 7. You are to be online and accessible throughout your normal working hours whilst working from home. Any correspondence from a co-worker or client must be answered as quickly as possible.
- 8. You are advised to choose a safe and secure location to work from, and to maintain high levels of safety. You must complete a DSE Risk Assessment. The company is liable for injuries suffered in the pre-defined workspace during work hours only.
- 9. Only equipment owned by the company and on loan to you is covered by the company's chosen insurer. All other equipment is to be covered by the employee's personal insurance provider.
- 10. As per the confidentiality agreement signed by you upon commencement of employment, securing data and company information should be of utmost concern. Any breaches in security protocol may result in implementation of the disciplinary process.
- 11. The government, through your tax code, may reimburse you for electrical and internet costs, if you follow the correct protocol for reimbursements. See www.gov.uk/tax-relief-for-employees/working-at-home.

COMPANY & EMPLOYEE PROPERTY

- 1. Employees are not permitted to remove items or equipment of any kind from the Company premises without prior permission.
- 2. The Company's time, materials or equipment must not be used for any unauthorised work.
- 3. The Company must be notified immediately of any incident in which damage or injury is caused to Company property, to fellow employees, clients and/or their personal effects.



- 4. The Company reserves the right to search staff and their personal belongings whilst on Company premises. Any employee has the right to be accompanied by a colleague of their choice during such a search.
- The Company accepts no liability for loss or damage to your personal property whilst on the Company premises. You are specifically asked not to bring personal items of any value and in particular not leave any items overnight.
- On termination employees must return all Company property; documentation and PPE to the Company on the last working day or any such date as agreed. Failure to do so may result in the Company seeking action to recover the costs of the goods.

DISCIPLINARY

- 1. The disciplinary system has been designed to provide employees with every opportunity to explain the circumstances surrounding any breach of Company rules and is essentially intended to give employees the opportunity to conform to the standards of conduct and performance set out by the Company. Consequently, where the facts of a case warrant disciplinary action being taken against an employee, it is the intention that such action be seen as remedial rather than punitive.
- 2. For employees in their probationary period or first two years of employment with the Company, no warning may be given prior to dismissal. The Company may dispense in part or whole with the procedure during the first two years of employment.
- 3. The Company reserves the right to suspend employees from work whether with or without pay in appropriate circumstances.
- 4. Disciplinary action may be taken only when the facts of the situation warrant it. Persistent breaches of the same or similar rules may lead to progressively more serious action being taken and ultimately dismissal.
- 5. Prior to any disciplinary action, an investigation will be conducted into the circumstances of the alleged offence or problem.
- 6. Dependant upon the seriousness of the offence, disciplinary action may take one of the following forms:
 - a. A first written warning, which will be recorded within the employee's personnel file for a period of 12 months.
 - b. A final written warning, which will be recorded within the employee's personnel file for a period of 12 months.
 - c. Dismissal with or, as in the case of Gross Misconduct, without a period of notice.
- 7. In cases of serious conduct issues demotion may be a sanction imposed by the Company.
- 8. Depending on the seriousness of the offence the disciplinary procedure can be invoked at any of the above stages.



- 9. Disciplinary action imposed will be confirmed to the employee in writing. Two copies of the letter will be sent to the employee, one to be retained by the employee for their records, the other to be signed, dated and returned to the Company for inclusion on the employees personnel file for the duration stated.
- 10. Before any decision is made regarding a disciplinary matter, employees will be given:
 - a. A letter setting out the complaint against them and inviting them to a disciplinary hearing explaining the possible outcome.
 - b. The right to be accompanied at the hearing by a work place colleague or a Trade Union Official.
 - c. The right of reply throughout the hearing to any allegations made against them.
- 11. If disciplinary action is imposed, all employees will receive written confirmation detailing:
 - a. The complaint and facts that the decision was based on.
 - b. Rectification required (except in the case of dismissal).
 - c. The timescales issued for rectification (if appropriate).
 - d. The possible consequences should an employee fail to reach the desired standard in the required timescales.
 - e. The right to appeal (please see separate Appeals Procedure).
- 12. Each stage of the procedure will be administered by the appropriate Manager within the Company.

GROSS MISCONDUCT

The following are examples of Gross Misconduct and as such may render employees liable to summary dismissal (i.e. dismissal without notice). This list is not exhaustive.

- Fighting, physical assault or dangerous horseplay.
- Actions that impact on DBS
- Failure to carry out a reasonable instruction during working hours.
- Gross insubordination or the use of aggressive behaviour or excessive bad language on Company or client's premises, or towards Customers / colleagues / children, or on any occasion whilst performing job duties.
- Theft, wilful damage or negligence that leads to damage to property belonging to the Company, its clients or suppliers or other employees.
- Fraud or any other offence committed against the Company or customers, which could be a breach of the law of the land.
- Drunkenness or drug abuse.
- Gross immorality or sexual harassment.



- Breach of safety rules and/or actions that seriously endanger the health or safety of another person whilst at work.
- Divulging to any persons any confidential information relating to the Company's business processes or clients. Publishing or making any derogatory statements regarding the Company, its Clients, staff or children
- Wilful or reckless overcharging and undercharging of customers.
- Deliberate falsification of records.
- Serious breach of payment procedures or purchase rules.
- Unauthorised access to or use of Company correspondence, computer data or manual files.
- Unlawful discrimination against fellow employees or customers.
- Subjecting any employee or customer to treatment that deprives them of their dignity.
- Gross breach of the Company Internet and electronic mail policy.
- Gross breach of the Anti Bribery policy.

GRIEVANCE

- 1. Employees who have a grievance with the Company relating to any aspect of their employment should in the first instance, whenever possible, discuss it at any time with their line Manager.
- 2. If the grievance is not satisfactorily resolved in informal discussions employees have a duty to state in writing to the Manager the full details of their grievance, in confidence.
- 3. A formal meeting will then be arranged as soon as possible, normally within ten days. Following which written confirmation of the outcome will be forwarded to the employee within 28 days of the grievance meeting.
- 4. Employees have a duty to make all reasonable attempts to attend any meeting arranged.
- 5. Employees will have the opportunity to be accompanied at any formal meeting by a fellow employee or a Trade Union Official should they so wish.
- 6. Employees who are dissatisfied with the outcome of the grievance have the right to appeal. For further information about the rights of appeal, please refer to the Appeals Procedure. Once you have appealed to the decision, there will be no further right to appeal. The decision made after the appeal is final.

ANTI-BULLYING

Children's Links aims to provide a positive working environment and culture in which bullying and harassment is not condoned or tolerated.



We promote the respectful treatment of employees within the organisation and the protection of our employees from bullying and harassment at work. Bullying and harassment will not be tolerated or condoned in any form.

Allegations raised regarding bullying and harassment will be taken seriously and treated confidentially. The organisation gives an assurance that there will be no victimisation against an employee making a complaint under this Policy or against employees who assist or support a colleague in making a complaint.

DOMESTIC ABUSE

Children's Links recognises that prolonged and/or regular exposure to domestic abuse can have a serious impact on emotional well-being.

We recognise domestic abuse can affect men and women in same sex relationships and in heterosexual relationships, and that it can often continue after a relationship has ended.

In support of this, our policy is that any employee who is experiencing, or has experienced domestic abuse can raise the issue, in the knowledge that the matter will be treated effectively, sympathetically and confidentially.

Further guidance is provided in the Domestic Violence and Abuse (staff) procedure.

APPEALS

- Employees may appeal against any disciplinary action brought against them or the outcome of a grievance by requesting an appeal in writing to HR unless otherwise advised within five working days of receiving the confirmation letter.
- 2. Where an appeal is made against disciplinary action, including dismissal, the appeal will be conducted by a Strategic Manager not previously involved in the matter or the CEO. Wherever possible they will be of a higher grade than the original Manager.
- 3. Where an appeal is made against a grievance outcome, the appeal will be conducted by a Strategic Manager who has not previously been involved in the original decision or the CEO
- 4. Appeals will be held as quickly as possible but, in any event, will be normally carried out within 10 working days of the appeal being received.
- 5. Once an appeal has been heard, a decision will be made and confirmed in writing as soon as possible.
- 6. Once you have appealed once against a decision imposed and received that decision in writing, there will be no further right of appeal.



RETIREMENT

- 1. When employees look forward to and prepare for their retirement, we are committed to providing employees with a smooth transition from working life to retirement. We also wish to ensure that no employee is subjected to any form of discrimination on the grounds of age at any point during their employment and in particular in relation to their retirement from work.
- 2. The Company does not however operate a compulsory retirement age. If employees wish to terminate their employment before, at or after State Pensionable Age, they should do so by submitting their resignation in line with the normal notice provisions within their contract of employment.
- 3. During your continuing employment and regardless of your age, we will discuss with you your future plans for your employment with us, through formal workplace discussions, in order that your job aspirations and objectives may be properly evaluated.
- 4. If, during such discussions, employees confirm their intention to retire from working on a particular date, we will require employees to confirm their intentions in writing and, as a minimum, to give the period of notice specified in their written statement of main terms and conditions of employment.

CONFLICT OF INTEREST

- 1) Staff and volunteers must always:
 - Strive to act in the best interests of the organisation.
 - Declare any conflict of interest, or any circumstance that might be viewed by others as a conflict of interest, as soon as it arises.
 - Disclose any potential, or actual, conflict of interest at the start of any relevant process.
 - Complete a Declaration of interests form during induction.
 - Update the Declaration of interest form whenever their situation changes.
 - Ensure that their Line Manager is fully aware of any potential or actual conflicts of interest however they arise.
 - Check whether they are required to step back from any decision, or action as a result of a conflict or potential conflict.
- 2) Line Managers must:
 - Be alert to the potential impact of conflicts of interest and potential conflicts of interest.
 - Be supportive of staff who declare conflicts of potential conflict of interest.
 - Deal with reports immediately and in the best interests of the Group.
 - Ensure all gifts are recorded and only gifts of an absolutely nominal nature (e.g. cards and calendars) are retained by staff.
- 3) Breaches of this policy are taken very seriously and if it is suspected that a deliberate breach has occurred, the disciplinary policy and procedure will be invoked.



PUBLIC INTEREST DISCLOSURE (Whistleblowing)

- The Group strives at all times to conduct its business with the highest standards of integrity and honesty. It expects all employees to maintain the same standards in everything they do. You are therefore encouraged to come forward and voice any concerns
- 2. The Public Interest Disclosure Act 1988, known as Whistleblowing, protects employees who report legitimate concerns within the workplace. We would encourage you to use the internal processes first.
- 3. The policy aims to
 - Provide avenues for you to raise concerns in confidence
 - Ensure you receive a timely response and are aware how to pursue your concerns if you are not satisfied
 - Reassure you that you will be protected from reprisals or victimisation if you make a
 disclosure in good faith.
 - 4. Concerns that are covered include
 - Health and safety risks
 - Unethical conduct
 - Possible fraud and corruption

Please note that other procedures such as grievance may be more appropriate relating to your own employment.

- 5. Concerns should be raised as early as possible. Please note that you
 - Must disclose the information in good faith
 - Must believe it to be substantially true
 - Must not act maliciously or make false allegations
 - Must not seek personal gain
- 6. If what you saying is true, you should have nothing to fear from raising a concern as you will doing your best for your employer and those you work with.
- 7. We will not tolerate harassment or victimisation and will take appropriate action against this if you raise a concern in good faith.
- 8. As a first step you would normally raise concerns either verbally or in writing with your line manager. If this is not appropriate then please approach a member of SMT. If the concern is about the Chief Executive then please contact the Trustees.
- 9. If you feel there are exceptional circumstances or are unhappy with the outcome following making a disclosure then you have a legal right to make a disclosure to prescribed bodies. These include but are not limited to
 - Charity Commission
 - HM Revenue and Customs
 - Health and safety Executive
 - Fundraising regulator
- 10. Disclosures to the press will not be considered reasonable and may constitute misconduct.
- 11. If at any stage you would like independent advice then you can contact https://protect-advice.org.uk/ or 020 3117 2520



ANTI BRIBERY & CORRUPTION

- It is our policy to conduct all our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery and corruption
- 2. The aim of this policy is to help employees understand what to do if they are offered gifts and hospitality.
- 3. You should not
 - Give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received
 - Accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage to them or anyone else
 - Give or offer any payment to an official to facilitate a routine or necessary procedure
- 4. You must not threaten or retaliate against another person who has refused to offer or accept a bribe, or who has raised concerns about possible bribery and corruption
- 5. You must not knowingly fail to challenge or report suspicions of bribery or corruption
- 6. The group will decide whether to accept or decline any donation or gift based on our overall best interests, our values and our charitable aims.
- 7. An employee or any member of their family or friends should not directly or through others solicit or accept money, gifts, hospitality or anything else that could influence or reasonably give the appearance of influencing the relationship with that organisation or individual.
- 8. Unless you have been informed otherwise you may accept a gift to a nominal value of £15, such as a box of chocolates, flowers, advertising novelty or small seasonal gift. It must be made clear to the person or organisation giving the gift that a decision on what to do with it will be made by the organisation not the individual.
- 9. If a gift is received that you think may not be acceptable then please inform SMT as soon as possible. A decision will be made in line with our policies, involving the Board if necessary.
- 10. Employees should not directly or though others offer or give any money, gifts or hospitality to an official, employee or representative of another organisation, if doing so could reasonably give the appearance of influencing that organisation's relationship with the Group.
- 11. With SMT approval employees may give gifts of a nominal value up to £15. They must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. They must be given in the name of the organisation not the individual.
- 12. All gifts and donations should be recorded on the central register.
- 13. All expenses must be claimed in accordance with the expenses policy.



MODERN SLAVERY

- 1. We do not tolerate slavery or human trafficking in any part of our business and are committed to ensuring that it does not take place in our supply chains.
- 2. Our anti-slavery policy reflects our aim to act transparently, respectfully and with integrity in all our business relationships. We implement and enforce effective systems and controls to mitigate this risk.
- 3. We have reviewed our purchases to understand the nature of our suppliers. These include freelancers, consultants and companies providing a wide range of goods and services to help us deliver our aims and objectives.
- 4. We have in place systems to mitigate the risk of slavery and human trafficking occurring in our supply chains, allowing us to assess, identify, address and monitor risk areas. We assess the risk of slavery or human trafficking occurring in our supply chains and apply enhanced checks where higher-risk areas are identified.
- 5. To ensure a high level of understanding of the risks of modern slavery and human trafficking in our supply chains and our business, we provide updates to our staff via our intranet and internal newsletters/briefings and by providing both written and oral reminders of good practice.

REWARDS AND BENEFITS

- 1. All Children's Links staff can claim a 15% discount in any our childcare settings.
- 2. One day of leave is granted to all employees for their birthday, this is included in the annual leave entitlement and will be booked following the same process as other holiday.
- 3. All employees in regular work with Children's Links will receive access to the Reward Platform *Each Person*.