

**The Religious Society of Friends
(Quakers) in Wales and the Marches -
Cymdeithas Grefyddol y Cyfeillion
(Crynwyr) yng Nghymru a'r Gororau
Charitable Incorporated Organisation
(Cymar)**

EMPLOYMENT POLICIES AND PROCEDURES

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A. Employment Policy

This policy should be read in parallel with:

Quaker Faith & Practice (5th September 2020 edition) 13.35 – 13.40
Quaker Employers Resource at
www.quaker.org.uk/our-organisation/quaker-roles/employers-wardens
ACAS Advice at [Acas | Making working life better for everyone in Britain](https://www.acas.org.uk/)

This is the employment Policy for the Religious Society of Friends (Quakers) in Wales and the Marches Charitable Incorporated Organisation, known as Cymar. The organisation is referred to as Cymar in subsequent linked policies and procedures.

1. The policy shall be reviewed every 3 years
2. It is our practice to pay people to undertake certain tasks, such as book keeping, cleaning and caretaker/warden. We also pay contractors for repair and maintenance work on our premises. Our directly employed staff and self-employed contractors are covered by this policy. Contractors are not covered by some of the linked policies and procedures.
3. To ensure we are legally compliant our policy is to refer to the Quaker Employers Resource for guidance.
4. We are committed to paying at least the Real Living Wage as calculated by the Living Wage Foundation: www.livingwage.org.uk/what-living-wage

Other linked or relevant policies and procedures:

- Bullying and Harassment Policy
- Bullying and Harassment Procedures
- Grievance Procedure
- Disciplinary and Capability Procedure
- Annual Leave Procedure
- Sickness Absence Procedure
- Maternity, Paternity and Parental Leave Procedure
- Flexible Working Policy
- Whistleblowing Policy and Procedures
- Lone Worker Policy
- Workforce Privacy Notice
- Job Applicant Privacy Notice
- Guidance for Cymar, Crynwyr Cymru/Quakers in Wales, Area meetings, Local Meetings, & Associated Committees on Expenses Claims by employees, Volunteers, Members and Attenders

B. Bullying and Harassment Policy

This policy should be read in parallel with:

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Quaker Employers Resource at
www.quaker.org.uk/our-organisation/quaker-roles/employers-wardens

1. Our Quaker beliefs

1.1 As Quakers, we believe that everyone is equal, regardless of wealth, status or power. We value the diversity of all people and we work towards being inclusive in our language and actions.

2. This policy

2.1 This policy explains how we will ensure that instances of harassment and bullying are minimised; and how we will deal with such instances if they occur.

2.2 All employees, trustees, volunteers and other workers such as self-employed contractors, consultants and agency/ casual workers, as well as those who manage and supervise them are covered by this policy

2.3 The policy commits Cymar to providing a dignified and respectful working environment. It does not form part of the contract you have with us but applies regardless of how long you have been with us.

2.4 You should read this policy in conjunction with our policy on equality and inclusion, and our grievance procedure. We reserve the right to amend this policy at any time.

3. Where the policy applies

3.1 This policy applies in the following contexts:

- anywhere during your working hours
- anywhere on the Charity's premises (that is, in the meeting houses of Cymar)
- anywhere off the Charity's premises during work-related events or activities.
- On any occasion where you are acting in your capacity as an employee or worker of the Area Meeting.

3.2 Any employee taking part in any of the following behaviour may be subject to disciplinary action under our disciplinary policy, up to and including dismissal for misconduct or gross misconduct. The services of volunteers and workers may be terminated.

- harassing or bullying anyone else (as defined below)
- threatening anyone who raises a harassment or bullying complaint
- retaliating against anyone who raises a harassment or bullying complaint
- making allegations maliciously or in bad faith
- giving false or intentionally misleading information during any investigation.

3.3 It should be noted that harassment and bullying can occur in person, in writing or via electronic means including emails, texts, WhatsApp messages or social media.

4. What is harassment?

4.1 We define harassment as behaviour connected to what is termed a 'protected characteristic'. The protected characteristics are: age; race (including colour and ethnic/national origin); disability; religion or belief; gender; gender reassignment; pregnancy or maternity; sexual orientation; and marital or civil partner status.

4.2 We define harassment as any situation where a worker is subject to uninvited conduct that — as an intended or unintended consequence — violates their dignity in connection with a protected characteristic.

4.3 We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

4.4 Physical, verbal and non-verbal conduct can all amount to harassment, and this policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, that can also be interpreted as harassment.

4.5 In all cases, it is the impact on the victim that matters — whether or not the perpetrator intends to harass their victim is irrelevant.

5. What is bullying?

5.1 We define bullying as any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

5.2 As with harassment, physical, verbal and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation through to subtle actions such as deliberate exclusion, e.g. 'sending someone to Coventry'.

5.3 If your supervisor or manager or others give you constructive criticism about your behaviour or performance, this does not amount to bullying. It is part of normal employment and management routine and should not be interpreted as anything different.

6. Raising a complaint

6.1 We treat all complaints very seriously. You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you should inform your manager as soon as possible if you believe you have been subjected to this type of treatment following the guidance given in the linked Bullying and Harassment Procedures.

6.2 You should note that Cymar has a duty to protect all workers. That means that if you change your mind after complaining — even informally or in confidence —

we may choose to investigate anyway, particularly if your allegation is serious. We will however not do so without talking to you first.

C. Bullying and Harassment Procedures

These procedures should be read in parallel with:

Quaker Faith & Practice (5 September 2020 edition) 13.35 – 13.40
Quaker Employers Resource at
www.quaker.org.uk/our-organisation/quaker-roles/employers-wardens

1 How we deal with harassment and bullying

1.1 Many issues can be resolved informally, and you should attempt to do this first if you believe you are being bullied or harassed. If you feel able to do so, start by speaking with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you.

1.2 Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager or supervisor informally and in confidence. Should the issue be with your manager/ supervisor — or there's another reason you would prefer not to discuss it with them — you should instead speak with a Trustee or other member of your employment support group, or a “Quaker Friend”, if appointed. In the case of a volunteer you may choose to approach a Friend with Eldership or Pastoral Care responsibility.

1.3 If resolving the issue proves impossible, you will need to follow our grievance procedure if you are an employee. If you are a volunteer or worker, the grievance procedure does not apply, but we will still treat your complaint seriously and investigate it. We will treat your complaint in confidence, as far as possible, and if we find that you have been the victim of harassment or bullying will take steps to stop it continuing or recurring.

1.4 The steps we take with the person who is alleged to have displayed bullying or harassing behaviour will be confidential. You have the right for the behaviour to stop, but not to know about the management action that may be taken against another individual.

1.5 Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person whose behaviour you are concerned about, for example by mediation where appropriate.

2 Protecting confidentiality

2.1 Harassment and bullying allegations can raise strong feelings and are always serious, which is why both Cymar, the complainant and the person complained about have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the result.

2.2 If you make a harassment or bullying complaint and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure if you are an employee; this could lead to dismissal for misconduct or even gross misconduct. If you are a volunteer or a contractor, this could lead to the termination of your services.

D. Grievance Procedure

This procedure does not form a part of your contract of employment and may be changed from time to time. This procedure applies to employees and not to volunteers or self-employed people.

1. Dealing with grievances informally

1.1 If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. Most matters can be resolved informally and swiftly in this way.

2. Formal Grievance Procedure

2.1 If the matter is serious and/or you wish to raise the matter formally, you may follow the formal grievance procedure outlined below.

3. Principles

- Meetings under this procedure will be held without unreasonable delay.
- All parties should make every effort to attend a grievance meeting.
- You will be allowed to explain your grievance and how you think it should be resolved.
- The meeting may be adjourned for any investigation that may be necessary
- Confidentiality will be respected as much as is possible, during every stage of the procedure.

4. Putting your grievance in writing

4.1 You should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

4.2 Where your grievance is against your manager and you feel unable to approach him or her you should put your grievance in writing to the lead trustee for Employment.

5. Grievance meeting

5.1 Your manager will call you to a meeting, where possible within 14 days, to hear your grievance. The manager will normally be accompanied by an appropriate Friend, to support him /her with decision-making.

5.2 If your grievance is against your manager, an independent panel of two or three Friends nominated by Cymar trustees will hear your grievance.

5.3 You have the right to be accompanied by a colleague, trade union representative, Citizen's Advice worker or "Quaker Friend" (*if appointed*), at this meeting.

5.4 After the meeting the individual(s) will give you a decision in writing, without unreasonable delay. Where appropriate, they will set out what action will be taken to resolve the grievance. You will be informed that you can appeal if you are not content with the action taken to resolve your grievance. Any appeal should be sent to the Clerk of Cymar Trustees.

6. Appeal meeting

6.1 If you are unhappy with the decision from the grievance meeting, you should make an appeal in writing within 5 working days of receipt of the decision, unless reasonable adjustments are required, in which case additional time may be granted. Your written appeal should contain your grounds for appeal.

6.2 You will be invited to an appeal meeting which will be held without unreasonable delay. Your appeal will be dealt with impartially by a panel of Cymar trustees who have not previously been involved in the case. You have the right to be accompanied by a colleague, "Quaker Friend" (*if appointed*), Citizen's Advice worker or trade union representative at this meeting.

6.3 After the meeting you will be given a decision, without unreasonable delay. Where appropriate, the decision will set out what action will be taken to resolve the grievance. This decision is final and there is no further right of appeal.

E. Disciplinary and Capability Procedure

This procedure adheres to the ACAS Code of Practice on Discipline and Grievance. If you are handling a matter of discipline or capability, you are strongly advised to read the ACAS Guide 'Discipline and Grievances at Work' available for download from www.acas.org.uk. For further advice, telephone the ACAS free helpline on 0300 123 1100. **If you are contemplating dismissing an employee, you are strongly advised to take professional advice.**

1. Purpose and scope

1.1 Cymar's aim is to encourage improvement, where needed, in an employee's: performance ('capability'); and conduct ('disciplinary'). This procedure sets out the action which will be taken when performance is considered to be below the required standard or when disciplinary rules are breached.

1.2 The aim is to enable the employee to understand the nature of the complaint, to identify how improvements can be made and to provide the help and support needed to implement those improvements.

1.3 The procedure will be operated in a manner which is clear, understandable, fair and equitable to all the individuals involved.

1.4 The procedure will not apply during the probationary period. In the first two years of employment, the procedural steps in this policy may be truncated.

1.5 The procedure applies to employees but not self-employed persons or volunteers.

1.6 This procedure does not form a part of the contract of employment and may be changed from time to time.

2. Day to Day management of capability issues (performance)

2.1 Where there is a concern about an employee's capability to perform the duties of the post to a satisfactory standard, the manager will ensure that these matters are first addressed through normal management procedures such as regular 1-1 meetings. Areas where there is a need for improvement will be identified and the means of securing the improvement will also be identified including, where necessary, access to training and to support for the employee.

2.2 Where action using the normal management procedures fails to secure the required improvement, the Line Manager may invoke the formal procedure outlined below.

2.3 If the lack of capability is due to ill health, then the issue will be addressed as a sickness issue.

2.4 If the lack of capability may be due to a disability or impairment, then reasonable adjustments will be determined and implemented before action is taken under this procedure.

3. Informal disciplinary discussions (conduct)

3.1 Where there is misconduct which is of a minor nature or is such that the Line Manager feels that it is best dealt with informally or through normal day to day

contact with the employee, then the Line Manager will act informally, informing the employee of the nature of the concern and explaining that the misconduct should not recur. However, if the Line Manager feels that the matter is of such a serious nature, or if minor infringements persist, he/she may invoke the formal disciplinary

4. RESPONSIBILITY GRID

4.1 The following grid shows responsibilities which will normally apply at each stage of the disciplinary and capability procedure. These responsibilities may vary, depending on the specific nature of the case.

STAGE	IMPLEMENTED BY	APPEAL TO
Written warning or improvement note	Line manager	2 Cymar trustees (other than lead trustee for employment matters).
Final warning	Trustee designated as lead trustee for employment matters by Cymar trustees	2 other trustees
Dismissal	Clerk(s) of trustees	2 persons nominated by trustees (who have had no previous involvement)

5. FORMAL DISCIPLINARY/CAPABILITY ACTION

6. Principles

6.1 The procedure is designed to establish the facts quickly and to deal consistently with disciplinary and capability issues. No disciplinary /capability action will be taken until the matter has been fully investigated.

6.2 Employees will be informed in writing of the disciplinary or capability issue, will have the opportunity to state their case at a disciplinary /capability meeting and may be accompanied, if they wish, by a trade union representative, Citizen's Advice worker or a work colleague.

6.3 An employee has the right to appeal against any formal warning or performance note given under this procedure.

7. The Procedure

8. Establish the facts of the case

8.1 Necessary investigations of potential disciplinary/capability matters will be undertaken without unreasonable delay to establish the facts of the case. In some cases this will require the holding of an investigatory meeting with the employee before proceeding to a formal disciplinary or capability meeting under this procedure.

8.2 In others, the investigatory stage will be the collation of evidence by the employer for use at any disciplinary or capability hearing.

8.3 In misconduct cases, where practicable, different people will carry out the investigation and disciplinary hearing.

8.4 An investigatory meeting will not in itself result in any formal warning or other sanction under this procedure.

8.5 In cases where a period of suspension with pay is considered necessary, this period will be as brief as possible, will be kept under review and it will be made clear that the suspension is not considered a disciplinary action.

9. Inform the employee of the problem

9.1 If it is decided that there is a disciplinary/capability case to answer, the employee will be notified of this in writing. This notification will contain sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case at a formal disciplinary or capability meeting. Copies of any written evidence, which may include any witness statements, will be provided with the notification.

9.2 The notification should also give details of the time and venue for the formal meeting and advise the employee of their right to be accompanied at that meeting.

10. Hold a formal meeting with the employee to discuss the problem

10.1 The formal disciplinary or capability meeting will be held without unreasonable delay whilst allowing the employee reasonable time to prepare their case.

10.2 All parties will make every effort to attend the meeting. At the meeting the employer will explain the complaint against the employee and go through the evidence that has been gathered.

10.3 The employee will be:

- allowed to set out their case and answer any allegations that have been made or concerns that are raised.
- given a reasonable opportunity to ask questions, present evidence and call relevant witnesses.
- given an opportunity to raise points about any information provided by witnesses.

10.4 Where an employer or employee intends to call relevant witnesses, they should give advance notice that they intend to do this.

11. Allow the employee to be accompanied at the meeting

11.1 The employee has a legal right to be accompanied by a companion such as a Trade Union representative, Citizen's Advice worker or "Quaker Friend" (if appointed) where the disciplinary or capability meeting could result in:

- a formal warning or improvement note being issued; or
- the taking of some other disciplinary action; or
- the confirmation of a warning or some other disciplinary action (ie appeal hearings).

11.2 To exercise the statutory right to be accompanied workers must make a request to be accompanied in enough time for the Meeting to deal with the companion's attendance at the meeting.

11.3 The companion will be allowed to address the hearing to put and sum up the worker's case, respond on behalf of the worker to any views expressed at the meeting and confer with the worker during the hearing.

11.4 The companion does not, however, have the right to answer questions on the worker's behalf, address the hearing if the worker does not wish it or prevent the employer from explaining their case.

12. Decide on appropriate action

12.1 After the meeting the employer will consider the issue and decide whether or not action is justified under this procedure. The employee will be informed of the outcome in writing without unreasonable delay.

12.2 Possible actions

- If it is determined that there is no misconduct and that performance is acceptable, there will be no disciplinary or capability warning.
- Where misconduct is confirmed or the employee is found to be performing unsatisfactorily it is usual to give the employee a written warning or, in the case of underperformance, an improvement note. A further confirmed act of misconduct or failure to improve performance within a set period would normally result (after a further disciplinary hearing) in a final written warning.
- If an employee's first misconduct or unsatisfactory performance is deemed sufficiently serious at a first disciplinary hearing, it may be appropriate to move directly to a final written warning. This might occur where the employee's actions have had, or are liable to have, a serious or harmful impact on Cymar or Quakers generally.
- A first or final written warning will set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required. The warning will include the timescale over which improvement should occur and the timescale over which improvement must be maintained. The employee should be told how long the warning will remain current, which will normally be 6 months in the case of a first written warning and 12 months in the case of a final written warning. The employee should be informed of the consequences of further misconduct, or failure to improve performance, within the set period following a final warning, i.e. that it may result in dismissal.
- The warning will be held confidentially on the employee's file.
- If conduct or performance achieves and maintains the required standard in the timescale indicated in the warning, and there is no further occurrence of misconduct or underperformance for the duration of the warning, the warning will be disregarded as 'spent.'
- A decision to dismiss will only be taken by a person who has the authority to do so. This will normally be the Clerk(s) of Trustees or in his/her/their absence, another Trustee. The employee should be informed as soon as possible of the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal.
- Dismissal will normally only occur after there has been at least a final written warning. However, some acts, termed gross misconduct, are so serious in themselves or have such serious consequences that they may call for dismissal without notice for a first offence. But a fair disciplinary process will always be followed, before dismissing for gross misconduct.

13. Provide the employee with the opportunity to appeal

13.1 Where an employee feels that disciplinary or capability action taken against them is wrong or unjust they should address appeal in writing, stating their grounds for appeal, to the Clerk(s) to Cymar Trustees within five working days. The Clerk(s) will arrange for the appeal to be dealt with impartially and by individuals who have not previously been involved in the case (see responsibility grid).

13.2 Appeals will be heard without unreasonable delay and at an agreed time and place.

13.3 There is a statutory right to be accompanied at appeal hearings.

13.4 Employees will be informed in writing of the results of the appeal hearing as soon as possible. There is no further right of appeal.

14. Failure to attend a disciplinary or capability meeting

14.1 Where an employee is persistently unable or unwilling to attend a disciplinary or capability meeting without good cause, a decision will be made on the evidence available.

15. Gross Misconduct

15.1 Acts which may be deemed to be gross misconduct include:

- theft, fraud and deliberate falsification of records;
- physical violence;
- damage to property;
- fraudulent misuse of Cymar's property or name;
- incapacity for work due to being under the influence of alcohol or illegal drugs whilst at work;
- bullying, unlawful discrimination or harassment;
- serious insubordination;
- bringing the organisation into serious disrepute;
- deliberately accessing internet sites containing pornography or other offensive or obscene material;
- serious negligence which causes unacceptable loss, damage or injury;
- serious infringement of health and safety rules;
- serious breach of confidentiality;
- serious breach of the Meeting's equal opportunities policy or standards;
- any other acts which are deemed to be of sufficient seriousness as to constitute gross misconduct.
- Serious breach of confidentiality or data privacy, counter to our procedures or agreed practices.

15.2 This is not an exhaustive list.

F. Annual Leave Procedure

This procedure does not form a part of your contract of employment and may be changed from time to time. It does not apply to volunteers or self employed people.

1. Holiday year

1.1 The holiday year runs from 1 January to 31 December (or other arrangement as agreed in your contract).

2. Holiday entitlement

2.1 You are entitled to a total of 27 days holiday; this is exclusive of bank holidays. In addition, the three days between Christmas and New Year are designated holiday, and any additionally designated bank holiday. (Full time equivalent 27 days holiday and bank holidays, with three days at Christmas) (or other arrangement as agreed in your contract).

When you wish to take holiday, you must agree the dates of your holiday in advance with your line manager. You should give at least two weeks' notice of your request to take a week's holiday, four weeks' notice of your request to take two weeks holiday, and so on. Holiday requests will be agreed if operationally possible.

You must take your holiday in the annual leave year to which it relates.

If you become sick during a period of annual leave you should contact your line manager as specified in **G. Sickness Absence Procedure**, paragraph 2.3.

2.2 The holiday entitlement is based on a five day working week but if your working days are less than five days, then your entitlement will be pro-rated. For example. if you work three days per week, your annual leave entitlement is 3 days x 5.6 weeks = 16.8 days. This will be calculated by the line manager and agreed with the employee.

2.3 Employees with irregular or variable hours are also entitled to 27 days (or other arrangement as agreed in your contract).

. Information about how to calculate such leave is at www.gov.uk/calculate-your-holiday-entitlement/y/irregular-hours/full-year/.

2.4 A maximum of 4 days' holiday (pro-rated for part-timers) may be carried forward to the next annual leave year but must be taken within the next 12 months or it will be forfeited. Any untaken holiday in excess of 4 days (or pro-rata for part-timers) will not accrue to the following year and will be forfeited.

3. Requesting and recording of annual leave

3.1 Leave requests will normally be agreed, but if there is a need to refuse, this refusal will be given as soon as possible after the request.

3.2 All requests for annual leave must be made to your line manager, using the annual leave form. You should give at least two weeks' notice of your request to take a week's holiday, four weeks of your request to take two weeks holiday, and

so on. If you are not able to give this amount of notice, it may be more difficult for your manager to accommodate your leave request.

3.3 A separate annual leave form should be used by each employee for recording annual leave.

3.4 Your manager should sign the form if the leave is authorised and should return the form to you. Your manager will keep an identical, updated copy of the form.

4. Prior to taking leave

4.1 Prior to taking leave, you should make sure that you have handed over relevant information to your line manager or other designated person, to enable them cover your work whilst you are away (if required). For example, if you are a warden, you will probably need to provide your line manager with a schedule of bookings and details of the cover required.

5. Bank and public holiday working

5.1 As your annual leave entitlement is inclusive of bank and public holidays, you must book annual leave in the normal way, if you wish to request to take time off during a bank or public holiday.

5.2 You are entitled to paid time off in a week in which a bank/public holiday falls.

5.3 As our employees work on a part time basis, or irregular hours, time off in a bank holiday week will operate as follows:

5.4 In a week in which one bank or public holiday falls, you will work 4/5 of your normal weekly working hours (*5/6 for 6 day week workers*). In a week on which two bank or public holidays fall, you will work 3/5 of your normal working week (*4/6 for 6 day week workers*). This is in lieu, not in addition to, time off on the actual day of the bank/public holiday. This will apply, regardless of the day on which the actual bank/public holiday falls and the days on which you actually work.

5.5 Please note that you may be required to work on a bank or public holiday.

6. Holiday pay

6.1 During annual leave, you will receive your normal pay.

6.2 However, if you regularly receive paid overtime, these payments will be included in the first four weeks of your paid annual leave. If this is a settled pattern of overtime over a period of time, payment will be the pay that you normally receive. Where there is no settled pattern of overtime, but you work overtime regularly, average pay will be calculated based on the previous 12 months.

6.3 If you do not have regular hours or regular pay, your holiday pay will be based on the average pay you have received over the previous 52 weeks *in which you worked*.

7. Further Information

7.1 For further information, refer to www.acas.org.uk/checking-holiday-entitlement/calculating-holiday-pay.

G. SICKNESS ABSENCE PROCEDURE

This procedure does not form a part of your contract of employment and may be changed from time to time. The procedure applies to employees but not to volunteers or self-employed people.

1. Sickness payments

1.1 You will be eligible for paid sick leave at the levels outlined in your written statement of terms and conditions of employment.

1.2 All sickness payments will be made inclusive of any Statutory Sick Pay (SSP) to which you may be entitled. Subject to your eligibility and the current Government regulations, SSP may still be paid after contractual sick pay has expired.

2. Notification and certification

2.1 Employees must meet the following notification and certification requirements:

- Inform their line manager on the first day of absence, giving the reason for the absence and if possible, giving an idea of the likely date of return to work.
- Remain in regular contact with the line manager during the absence, at a time interval agreed with the line manager.
- For periods of absence of 7 days or less, complete a sickness self-certificate (see attached) and pass it to the line manager on their return to work.
- For periods of absence of more than 7 days, produce a doctor's certificate ('fit note').
- Forward doctor's certificates to the line manager at regular intervals, in the case of absences of more than 14 calendar days.

2.2 Occupational sickness payments are subject to employees adhering to the above notification and certification procedures.

2.3 Sickness while on annual leave

Annual leave may be reimbursed if an employee becomes ill while on holiday. The employee must, if able, contact their line manager on the first day of illness to notify them of the illness. The employee may be required to provide a medical certificate on their return to work to cover the period of illness. Annual leave not taken owing to sickness in an annual leave year may be carried forward into the new annual leave year.

2.4 The line manager will keep a record of sickness absence.

3. Returning to work

3.1 When an employee returns to work from sickness absence, a meeting will be held with the line manager where possible. The main purposes of this informal meeting are for the line manager to:

- welcome the employee back
- establish/confirm the reason for the employee's absence

-
- find out if the employee has a health problem and, if so, whether there is some support which would be reasonable and practicable to provide.

3.2 In addition, the 'return to work meeting' will provide the opportunity to discuss any additional measures that may be needed to facilitate the return to work, taking account of any doctor's advice if reasonably practicable to do so.

3.3 Information about an employee's medical condition will be kept confidential.

4. Medical appointments

4.1 Medical appointments not associated with sick leave should where possible be arranged outside of the employee's working hours.

5. Third party claims

5.1 If any sickness absence is caused or appears to have been caused by a third party and this results in the employee claiming damages against the third party, then the employee must tell the line manager and keep the line manager informed of the progress of any resultant litigation. When the employee makes a claim, it should include a claim for loss of earnings. Any sick pay made to the employee will then be regarded as a loan, which would be repaid if and when the employee were to receive compensation for loss of earnings from the third party.

6. Medical examinations

6.1 You may be required to undergo an examination by a medical practitioner such as an occupational health specialist, appointed by the employer at its expense. All information given in connection with the examination and any report resulting from the examination shall be fully disclosed to the employer. Such information will be treated as strictly confidential and the medical practitioner will only be asked to give information related to your capacity to undertake your job and related to reasonable adjustments that may assist you to undertake your job.

7. Reasonable adjustments

7.1 We are aware that disability and impairment may cause sickness absence. At each stage of the sickness absence meetings procedure (set out below), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

7.2 If you consider that you are a disabled person or are affected by any medical condition which affects your ability to undertake your work, you should inform your manager.

8. Unauthorised absences

8.1 Unauthorised absences will be dealt with under the Disciplinary and Capability Procedure. Absence that has not been notified according to the sickness absence reporting procedure will be treated as unpaid unauthorised absence.

8.2 If you do not report for work and have not telephoned your manager to explain the reason for your absence, your manager will try to contact you, by telephone and in writing if necessary. This is to check on your wellbeing, as well as to determine the reason for your absence from work. This should not be treated as a substitute for reporting sickness absence.

9. Sickness absence meetings procedure

9.1 We may apply this procedure whenever we consider it necessary, including, for example, if you:

- Have been absent due to illness on a number of occasions;
- Have discussed matters at a return to work interview that require investigation; and/or
- Have been absent for more than 15 working days.

9.2 This procedure will not normally be used during the probationary period. In the first two years of your employment the procedural steps in this procedure may be truncated.

9.3 Unless it is impractical to do so, we will give you 5 days written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

9.4 The meeting will be conducted by your manager who may be accompanied by another member of the Property Committee. You may bring a companion with you to the meeting (see below).

9.5 You must take all reasonable steps to attend a meeting. If you or your companion are unable to attend at the time specified, you should immediately inform your manager, who will seek to agree an alternative time.

9.6 A meeting may be adjourned if your manager is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

9.7 Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing, normally within five working days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

9.8 If, at any time, your manager considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under the Disciplinary Procedure.

10. Right to be accompanied at meetings

10.1 You may bring a companion to any meeting or appeal meeting under this procedure.

10.2 Your companion may be either a trade union representative or a fellow employee or a "Quaker Friend". Their identity must be confirmed to the person conducting the meeting, in good time before it takes place.

10.3 We may at our discretion, permit a companion who is not an employee or union representative (for example, a family member) where this will help overcome particular difficulties caused by your health condition.

10.4 A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

11. The formal stages of the procedure

11.1 Depending on the circumstances, we may not follow all three stages of the procedure.

Stage 1: first sickness absence meeting

11.2 This will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

11.3 The areas covered in a first sickness absence meeting may include:

- Discussing the reasons for absence.
- Where you are on long-term sickness absence, determining how long the absence is likely to last.
- Where you have been absent on a number of occasions, determining the likelihood of further absences.
- Considering whether medical advice is required.
- Considering what, if any, measures which you or your employer could take, which might improve your health and/or attendance.
- Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure.

Stage 2: further sickness absence meeting(s)

11.4 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

11.5 The areas covered in further meeting(s) may include:

- Discussing the reasons for and impact of your ongoing absence(s).
- Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- Considering what, if any, measures which you or your employer could take, which might improve your health and/or attendance.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view both of your capabilities and our needs and any adjustments that can reasonably be made to your job to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
- Where you are able to return from long-term sick leave, whether to your job or a redeployed job (if available and suitable), agreeing a return to work programme.

-
- Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

Stage 3: final sickness absence meeting

11.6 Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

11.7 The purposes of the meeting will be:

- To review the meetings that have taken place and matters discussed with you.
- Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- To consider the possible termination of your employment.

11.8 Termination of employment will only be taken after full consideration and with the agreement of the Clerk(s) of the Trustees of Cymar. Termination of employment will normally be with full notice or payment in lieu of notice.

12. Appeals

12.1 You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting.

12.2 An appeal should be made in writing, stating the full grounds of appeal, to the Clerk(s) to Trustees, within seven calendar days of the date on which the decision was sent to you.

12.3 Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

12.4 You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

12.5 Where practicable, an appeal meeting will be conducted by a panel of 2 or 3 trustees, elders or pastoral support Friends, who have not been previously involved in the matter.

12.6 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

12.7 Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible, within 10 calendar days of the appeal meeting. There will be no further right of appeal.

12.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Appendix 1

Confidential

Self-Certificate form

This form should be completed by the employee on return to work after sick leave and handed to the Line Manager.

First day of sickness (include non-working days):

Last day of sickness (include non-working days):

Number of working days absent due to sickness:

Date of return to work:

Brief details of the sickness:

Was the sickness caused by an accident at work? YES / NO

Did the employee consult a doctor? YES / NO

(Please write or attach any fit notes received)

Employee's signature: Date:

(On return to work)

Line manager's signature: Date:

H. Maternity, Paternity, and Parental Leave Procedures

1. INTRODUCTION

1.1 As a small employer, Cymar gives its employees the full range of statutory maternity, paternity and parental leave rights, but is unable currently to provide any benefits over and above these statutory rights.

Managers may find it useful to look at <https://www.gov.uk/maternity-pay-leave> for up-to date information.

The following is a summary of those rights.

2. MATERNITY PROCEDURES

Introduction to maternity rights and benefits

This procedure sets out the rights of employees to statutory maternity leave and pay.

2.1 Cymar recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is Cymar's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with (*Insert named person*) to ensure that they are followed correctly.

2.2 The following definitions are used in this procedure:

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.

"Qualifying week" means the 15th week before the expected week of childbirth.

2.3 All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards. The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows immediately from the end of the period of ordinary maternity leave.

2.4 All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth or four weeks in the case of factory workers), subject to their following the correct notification procedures as set out below.

Who qualifies for statutory maternity pay and how much will the employee receive?

2.5 Employees who have been continuously employed by Cymar for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that: they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth); they have provided a MAT B1 form stating their expected week of childbirth; and their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

2.6 Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

2.7 If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee's pay rise, regardless of whether statutory maternity pay has already been paid. This means that the employee's statutory maternity pay will be recalculated and increased retrospectively, or that she may qualify for statutory maternity pay if she did not previously. The employee will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

2.8 Payment of statutory maternity pay cannot start prior to the 11th week before the employee's expected week of childbirth. It can start from any day of the week in accordance with the date the employee starts her maternity leave.

2.9 Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

2.10 Employees who are not entitled to statutory maternity pay may be entitled to receive maternity allowance payable directly by the Government. If an employee is not entitled to statutory maternity pay, Cymar will provide the employee with an SMP1 form to allow her to pursue a claim for maternity allowance.

Timing of maternity leave

2.11 Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

2.12 If the employee gives birth before her maternity leave was due to start,

she must notify Cymar in writing of the date of the birth as soon as reasonably practicable.

2.13 The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

Notice requirements

2.14 On becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for Cymar.

2.15 By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform Cymar in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

2.16 The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

2.17 The employee is permitted to bring forward her maternity leave start date, provided that she advises Cymar in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises Cymar in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

2.18 Cymar will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

2.19 The employee is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee to give 28 days' notice, for example if the baby arrives early, she should tell CYMAR as soon as reasonably practicable.

Time off for antenatal care

2.20 Once an employee has advised Cymar that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

2.21 In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

2.22. Antenatal care may include relaxation and parent craft classes that the

employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

2.23 The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Health and safety

2.24 Cymar has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either process, working conditions or physical, chemical or biological agents in the workplace. If applicable, Cymar will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, Cymar will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

2.25 If it is not possible for Cymar to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, Cymar may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

Sickness absence

2.26 If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

2.27 If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify Cymar in writing of this as soon as reasonably practicable.

Rights during maternity leave

2.28 During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory maternity pay if the employee is eligible for it.

2.29 This means that, while sums payable by way of wages/salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

2.30 Employees are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Employees are reminded that holiday must be taken in the year that it is earned.

Contact during maternity leave

2.31 Cymar reserves the right to maintain reasonable contact with employees during maternity leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days

2.32 Employees can agree to work for Cymar (or to attend training) for up to 10 days during their maternity leave without that work bringing their maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

2.33 Cymar has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and Cymar.

Returning to work after maternity leave

2.34 The employee may return to work at any time during ordinary maternity leave or additional maternity leave, provided that she gives the appropriate notification. Alternatively, the employee may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to Cymar of the date on which she intends to return.

2.35 The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

2.36 Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period.

2.37 If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to Cymar as soon as possible and in accordance with the terms of her contract of employment.

Transfer of maternity leave

2.38 If an employee proposes to return to work by giving proper notification, her spouse, civil partner or partner may be eligible to take additional paternity leave (and additional statutory paternity pay) once she has returned to work.

2.39 The earliest that additional paternity leave may commence is 20 weeks after the date on which the child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.

2.40 Further details should be obtained from the employee's spouse's or partner's employer. She will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of Cymar to verify its employee's entitlement to additional paternity leave and pay.

3. PATERNITY PROCEDURE

Introduction

This procedure sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

3.1 Cymar recognises that, from time to time, employees may have questions or concerns relating to their paternity rights. It is Cymar's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, employees should clarify the relevant procedures with the Clerk to the Trustees' Employment Committee to ensure that they are followed.

Ordinary paternity leave

3.2 An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

3.3 Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. In respect of an adopted child, the employee must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption.

3.4 To qualify for ordinary paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

3.5 Ordinary paternity leave is granted in addition to an employee's normal annual holiday entitlement. Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start

either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Notification of ordinary paternity leave

3.6 Where an employee wishes to request ordinary paternity leave in respect of a birth child, he/she must give his/her line manager 15 weeks' written notice of the date on which his/her partner's baby is due, the length of ordinary paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

3.7 In the case of an adopted child, the employee must give written notice of his/her intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start ordinary paternity leave, the length of the intended ordinary paternity leave period and the date on which the adopter was notified of having been matched with the child.

3.8 If an employee subsequently wishes to change the timing of the ordinary paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a self-certificate declaring that he/she is entitled to ordinary paternity leave and ordinary statutory paternity pay.

Ordinary statutory paternity pay

3.9 Pay during ordinary paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

3.10 Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

3.11 Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

Additional paternity leave

3.12 Eligible employees may take up to 26 weeks' additional paternity leave within the first year of their child's life provided that the mother has returned to work.

3.13 Additional paternity leave is also available to adoptive parents within the first year after the child's placement for adoption, provided that the child's adopter who elected to take adoption leave (the "primary adopter") has returned to work.

3.14 The earliest that additional paternity leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional paternity leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks and the maximum period is 26 weeks.

3.15 Additional paternity leave will generally commence on the employee's chosen start date specified in his/her leave notice, or in any subsequent variation notice (see "Notification of additional paternity leave" below).

3.16 During the period of additional paternity leave, the employee's contract of employment continues in force and he/she is entitled to receive all his/her contractual benefits, except for salary. In particular, any benefits in kind (such as use of a laptop and mobile phone) will continue and contractual annual leave entitlement will continue to accrue.

3.17 If the employee is eligible to receive it, salary may be replaced by statutory paternity pay for some, or all, of the additional paternity leave period, depending on the length and timing of the additional paternity leave.

3.18 Pension contributions will continue to be made during any period when the employee is receiving statutory paternity pay but not during any period of unpaid additional paternity leave. Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had he/she not gone on additional paternity leave.

3.19 Employees are encouraged to take any outstanding annual leave due to them before the commencement of additional paternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during additional paternity leave, the employee should take his/her outstanding entitlement before starting his/her additional paternity leave.

Eligibility for additional paternity leave

3.20 In order to be eligible for additional paternity leave, an employee must satisfy each of the following criteria:

- He/she must be the father of the child or married to, the civil partner of, or the partner of, the child's mother, or married to, the civil partner of, or the partner of, the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, he/she must have been matched with the child for adoption. In both cases, he/she must be taking the leave to care for the child.
- He/she must have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child.
- He/she must remain in continuous employment until the week before the first week of additional paternity leave.
- The mother of the child must be entitled to one or more of maternity leave, statutory maternity pay or maternity allowance. In the case of adoption, the primary adopter must be entitled to one or both of adoption leave or statutory adoption pay. The mother or primary adopter must have returned to work.

Notification of additional paternity leave

3.21 Where an employee wishes to request additional paternity leave and pay, he/she must give his/her line manager eight weeks' written notice of the date on which he/she wishes to take the leave and, if applicable, additional statutory paternity pay to commence. The request form must be in writing and specify, in the case of a birth child, the date on which the child was expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption. In both cases, the notice must also specify the employee's name and intended start date and end date of additional paternity leave and statutory paternity pay.

3.22 The employee must also submit a written and signed self-certification form not less than eight weeks before the proposed start date of additional paternity leave and pay stating that the purpose of the additional paternity leave/statutory paternity pay period is to care for the child and that he/she satisfies the relationship eligibility conditions for additional paternity leave and pay.

3.23 At the same time, the mother or primary adopter must submit a written and signed declaration form stating:

- his/her name, address and national insurance number;
- the date that he/she intends to return to work;
- that he/she has given notice to his/her employer of returning to work; that he/she is entitled to statutory maternity pay, maternity allowance or statutory adoption pay;
- the start date of his/her maternity or adoption pay period;
- confirmation that the employee satisfies the relationship eligibility conditions;
- that he/she consents to Cymar processing the information contained in the declaration form; and
- that the employee is to his/her knowledge the sole applicant for additional statutory paternity pay and, in the case of a birth child, also that the employee is to his/her knowledge the only person exercising the entitlement to additional paternity leave in respect of the child.

3.24 On request by Cymar, the employee must produce the name and business address of the mother's or primary adopter's employer and a copy of the child's birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which he/she was notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The employee must supply this information within 28 days of it being requested.

3.25 The employee is permitted to bring forward his/her additional paternity leave start date, provided that he/she advises Cymar in writing at least six weeks before the new start date or, if that is not possible, as soon as reasonably

practicable. The employee may also postpone his/her additional paternity leave start date, or cancel his/her additional paternity leave altogether, provided that he/she advises Cymar in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

3.26 Cymar will formally respond in writing to the employee's notification of his/her additional paternity leave plans within 28 days, confirming the relevant start and end dates of additional paternity leave and pay.

Additional statutory paternity pay

3.27 Additional statutory paternity pay may be payable during some or all of additional paternity leave, depending on the length and timing of the leave. An employee is entitled to additional statutory paternity pay if:

- he/she is the father of the child or married to, the civil partner of, or the partner of, the child's mother, or married to, the civil partner of, or the partner of, the child's primary adopter, and, in the case of a birth child, expects to have the main responsibility for the upbringing of the child (apart from the mother's responsibility) or, in the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the additional statutory paternity pay period;
- he/she has a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child (the "relevant week");
- he/she remains in continuous employment until the week before the additional statutory paternity pay period begins;
- his/her average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for national insurance contributions;
- the mother is entitled to statutory maternity pay or maternity allowance or, in the case of adoption, the primary adopter is entitled to statutory adoption pay, and the mother or primary adopter has returned to work;
- the mother or primary adopter has at least two weeks of his/her maternity or adoption pay period that remains unexpired; and
- he/she gives proper notification in accordance with the rules set out above.

3.28 Any statutory paternity pay due during additional paternity leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

3.29 Statutory paternity pay is payable whether or not the employee intends to return to work after his/her additional paternity leave.

Contact during additional paternity leave

3.30 Shortly before an employee's additional paternity leave starts, Cymar will discuss the arrangements for him/her to keep in touch during his/her leave, should he/she wish to do so. Cymar reserves the right in any event to maintain reasonable contact with the employee from time to time during his/her additional paternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease his/her return to work or simply to update him/her on developments at work during his/her absence.

Keeping-in-touch days during additional paternity leave

3.31 An employee can agree to work for Cymar (or to attend training) for up to 10 days during additional paternity leave without that work bringing the period of his/her additional paternity leave and pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

3.32 Cymar has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during his/her additional paternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping in-touch days, is entirely a matter for agreement between Cymar and the employee. Any keeping-in-touch days worked do not extend the period of additional paternity leave. Once the keeping-in-touch days have been used up, the employee will lose any further entitlement to statutory paternity pay for any week in which he/she agrees to work for Cymar. It may also bring the additional paternity leave period to an end.

Returning to work after additional paternity leave

3.33 The employee will have been formally advised in writing by Cymar of the end date of his/her additional paternity leave. The employee is expected to return on the next working day after this date, unless he/she notifies Cymar otherwise. If he/she is unable to attend work at the end of additional paternity leave due to sickness or injury, Cymar's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

3.34 If the employee wishes to return to work earlier than the expected return date, he/she must give Cymar at least six weeks' notice of his/her date of early return preferably in writing. If he/she fails to do so, Cymar may postpone his/her return to such a date as will give Cymar six weeks' notice, provided that this is not later than the expected return date.

3.35 If the employee decides not to return to work after additional paternity leave, he/she must give notice of resignation as soon as possible and in accordance with the terms of his/her contract of employment. If the notice period would expire after additional paternity leave has ended, Cymar may require the employee to return to work for the remainder of the notice period.

Rights on and after return to work

3.36 On resuming work after both ordinary and additional paternity leave (in the latter case where it was an isolated period of leave or taken with certain other

types of statutory leave), the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

4. PARENTAL LEAVE

Introduction to parental leave

4.1 An employee is entitled to up to 18 weeks' unpaid parental leave per child if he/she:

- is the parent of a child who is under five years of age;
- has adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18th birthday, whichever is the sooner); or
- has acquired formal parental responsibility for a child who is under five years of age.

4.2 An employee who is the parent or adoptive parent of a child who has been awarded disability living allowance or personal independence payment is entitled to up to 18 weeks' unpaid parental leave, which can be taken up to the child's 18th birthday.

4.3 To qualify for parental leave, employees must have completed at least one year's continuous service with Cymar (and/or its predecessor charitable organisations).

Rights during parental leave

4.4 Qualifying employees will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's fifth birthday (unless the child is adopted or disabled - see above). During parental leave the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force.

During parental leave employees will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures.

4.5 Employees taking parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.

Conditions of leave

4.6 Cymar has adopted the default scheme for the taking of parental leave and the following conditions apply.

4.7 An employee may not exercise any entitlement to parental leave unless he/she has complied with any request made by Cymar to produce evidence as to: his/her entitlement (e.g. parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; or, where the employee is exercising a right in relation to a disabled child, details of the child's entitlement to disability living allowance or personal independence payment).

4.8 The employee must give proper notice of the period of leave that he/she proposes to take. This notice must be given to Cymar at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

4.9 Where the employee is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the duration of the period of leave. The employee must give this notice at least 21 days before the expected week of childbirth.

4.10 Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee's notice must be given to Cymar at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

4.11 Cymar may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where Cymar considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, Cymar will allow the employee to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. Cymar will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to Cymar.

4.12 Employees may not take parental leave in blocks of less than one week (except in relation to a child who is disabled).

4.13 Employees may not take more than four weeks' leave in respect of any individual child in any year. For these purposes a year is the period of 12 months beginning when the employee first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

Return from leave

4.14 At the end of parental leave, the employee will be entitled to return to the same job, provided that the leave was for a period of four weeks or less (and did

not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then the employee will be entitled to return to the same job or, if that is not practicable, to a similar job that has the same or better status, terms and conditions as the previous job.

5. SHARED PARENTAL LEAVE – for children born on or after April 2015

Introduction

5.1 For children born on or after 5th April 2015 a new system of shared parental leave is available. It is available to all employees who are the birth mother or the father of a child, or a mother or adopter's partner. From this date the additional paternity rules under paragraphs 3.12 – 3.35 will cease to be available, although the right to ordinary paternity leave remains.

5.2 Shared parental leave enables employees who are parents to share leave in the year after their child's birth or placement for adoption and to take that leave in a more flexible way. In contrast to maternity and paternity leave, eligible employees can stop and start their shared parental leave and return to work between periods of leave.

Shared Parental Leave

5.3 Under this scheme parents are able to share a maximum of 50 weeks leave (52 weeks less the two weeks compulsory maternity leave). The right to parental leave will arise when the mother or adopter who is eligible for maternity leave ceases their period of maternity leave, and it continues so the total amount of leave taken does not exceed 52 weeks.

5.4 To qualify for shared parental leave (SPL) the employee has to be a birth mother or the child's father, or a mother's or adopter's partner. "Partner" means a person who the mother or adopter is married to or in a civil partnership with; or a partner with whom the mother or adopter is living. Intended parents in a surrogacy arrangement who they qualify for adoption leave and/or pay are also eligible for SPL.

5.5 To qualify for SPL, the employee must have been continuously employed by Cymar for 26 weeks up to and including the 15th week before the week in which the baby is due to be born. If the child is adopted, the employee must have been working for Cymar for 26 weeks by the week in which the adopter is notified of having been matched with a child for adoption. For a parental order parent in a surrogacy arrangement, the eligibility is the same for birth parents i.e., they must have been continuously employed by Cymar for 26 weeks up to and including the 15th week before the week in which the baby is due to be born.

5.6 If they are the father of the child or the partner of the birth mother/partner/adopter taking maternity leave, in order to qualify for parental leave, the employee must share the main responsibility for the care of the child with the other parent at the date of the child's birth or placement for adoption. The employee also has to satisfy the "employment and earnings test" to qualify for SPL, confirming that the birth mother or adopter taking maternity leave. To meet this test, the other parent must have been an employed or self-employed earner in Great Britain for a total 26 weeks (not necessarily continuously) in the period

of 66 weeks leading up to the week in which the child is due (or matched for adoption) and to have earned an average of £30 a week in 13 of those weeks (not necessarily continuously). It is the employee's responsibility to check that this test is met and provide a declaration from their partner that he or she meets the 'employment and earnings test' and consents to your employee taking SPL and/or pay.

5.7 If an employee wishes to take SPL, they must provide Cymar with a notice of entitlement to take SPL. The notice must be given at least eight weeks before the start of a period of SPL and must include how:

- how much leave is available
- how much leave they are entitled to take
- how much leave the parent is intending to take
- how they expect to take it (i.e., when and for what periods of time).

5.8 Each eligible parent can give their employer up to 3 separate notices booking or varying leave. If the request of for the periods of SPL are broken down into periods that are discontinuous, Cymar may refuse the request. In these circumstances Cymar will discuss and agree with the employee the leave can be taken.

Shared Parental Pay

5.9 Similarly, up to a total of 39 weeks (less the two weeks of the compulsory leave period) there is a shared right to paid parental leave, starting when the mother or adopter who is eligible for maternity pay ceases to claim that entitlement and returns to work.

5.10 The entitlement is to the statutory shared parental pay (ShPP) or 90% of the employee's average weekly earnings, whichever is lower.

5.11 In order to qualify for statutory shared parental pay, the employee must:

- meet the qualifying requirements for SPL and have a partner who meets the employment and earnings test;
- have earned not less than the lower earnings limit in the relevant period. This is usually the 8 weeks leading up to the qualifying week (as with SPL, the qualifying week is the end of the 15th week before the week in which the baby is due to be born, or the week that the adopter is notified of being matched with a child).

Terms and conditions during Shared Parental Leave

5.12 During the period of SPL, this contract continues in force and the employee is entitled to receive all their contractual benefits, except for salary.

5.13 Where eligible, pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the organisation's contributions will be based on the salary that the employee would have received had they not been taking SPL.

Annual Leave

5.14 SPL is granted in addition to an employee's normal annual holiday entitlement. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

Contact during Shared Parental Leave

5.15 Before an employee's SPL begins, Cymar will discuss the arrangements for them to keep in touch during their leave. Cymar reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

Shared Parental Leave in Touch days

5.16 An employee can agree to work for Cymar (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave InTouch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

5.17 Cymar has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the organisation and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

5.18 An employee, with the agreement of Cymar, may use SPLIT days to work part of a week during SPL. The organisation and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

Rights on Return

5.19 On returning to work after SPL, the employee is entitled to return to the same job if their aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less. The same job is the one they occupied immediately before beginning maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

5.20 If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

5.21 If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the

last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

5.22 If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

I. Flexible Working Policy

1. Principles

1.1 Cymar ("the employer") believes that the promotion of flexible working can increase staff motivation, promote work-life balance, reduce employee stress and improve performance and productivity.

1.2 The employer will endeavour to consider all requests for flexible working arrangements sympathetically and with due regard to balance the needs of both the employee, and the Meeting for which they work.

2. The Right

2.1 The law grants all employees who have a minimum of 26 weeks' continuous service the right to request flexible working and to have their request considered seriously by their employer.

2.2 An employee can only make one statutory request in any 12-month period.

2.5 A request for flexible working in this context can include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked and a request to perform some or all of the work from the employee's home.

3. The Process

3.1 If they wish to make a request for flexible working, the employee should notify their manager and make the terms of the request clear. Their notice should include the following: -

The date of the application, the change to working conditions they are seeking and when they would like the change to come into effect.

- What effect they think the requested change would have on the employer and how, in their opinion, any such effect might be dealt with.
- That this is a statutory request and, if they have made a previous application,

for flexible working and the date of that application.

3.2 It is preferable if the employee sets out why/he is making the application e.g. because of caring responsibilities for a child or other relative, or because s/he has a disability and wishes to work flexibly as part of a reasonable adjustment in relation to that disability.

3.3 The relevant Committee of the Meeting or where the employee is employed will arrange a meeting with the employee within no more than 28 days of receiving the written request. The purpose of the meeting will be to discuss the changes the employee has proposed, the effects of the proposed changes and

any possible alternative arrangements that might suit both parties.

3.3 The employer will take all reasonable steps to accommodate an employee's request for flexible working and each request will be dealt with individually taking into account all of the circumstances including: the likely effects that the proposed changes to working hours (or place of work) may have on the employer; the effect that the proposed changes may have upon the way in which the Meeting is run; the impact that the proposed changes may have on other employees or volunteers; and the impact that the proposed changes may have upon the ability of Members of the Meeting and/or other users to make use of the Meeting facilities. Agreeing to one employee's request will not therefore set a precedent or create a right for another employee to be granted a similar change to his/her working pattern.

3.4 If the employee is dissatisfied with the outcome of the flexible working request, they may appeal to Cymar Trustees. An appeal lies where there is new information that was not available to the employer at the time the request was originally considered, or if the employee thinks the application was not handled reasonably and/or in line with this policy. An appeal should be made in writing to the Clerk of the Trustees within seven days of the response to the request being received, and will be dealt with within six weeks of receipt of the letter of appeal.

J. Whistleblowing Policy & Procedures

*This document applies to employees, self-employed people and volunteers.
This procedure does not form a part of employees' contracts of employment and may be changed from time to time.*

1. Definition

1.1 Whistleblowing is when an individual knows, or suspects, that there is some wrongdoing occurring within the organisation and alerts the employer or the relevant authority accordingly.

1.2 The Public Interest Disclosure Act 1998 gives protection to individuals, casual workers, agency workers and contractors who make a qualifying disclosure when they reasonably believe it is in the public interest for them to do so. Although there is no legal protection for volunteers, our Meeting recognises the importance of all individuals being able to raise issues of concern and has therefore extended this policy to cover volunteers.

2. Actions to be taken by the individual

2.1 If an individual knows or suspects that some wrongdoing is occurring within the Local or area meeting, they should raise the matter immediately with their manager or supervisor. If the individual feels unable to do this, they should raise the matter with one of the area meeting trustees. Cymar trustees' contact details are attached as an appendix to this policy.

3. Possible situations

3.1 Although this list is not exhaustive, examples of situations in which it might be appropriate for an individual to report a wrongdoing include:

- a breach, or potential breach, of health and safety legislation
- a breach of another legal obligation
- a miscarriage of justice
- financial irregularities
- damage to the environment
- the committing of a criminal offence
- an act of bribery
- deliberate concealment of any of the above.

4. Action to be taken by the person who is informed of the potential wrongdoing

4.1 Any individual who is informed of potential wrongdoing should inform the trustees of Cymar who will arrange for the matter to be investigated. In doing so, every possible step will be taken to maintain the anonymity of the individual who has made the allegation of wrongdoing.

4.2 The individual who has made the allegation will be kept informed of any investigation that is taking place. The individual will also be informed of the outcome of the investigation. It might not always be appropriate to tell the individual the detail of any action that is taken, but the individual will be informed if action is taken.

5. Alerting outside bodies to a potential wrongdoing

5.1 An individual should always, in the first instance, talk to their manager or Cymar trustee about a potential wrongdoing. If the individual is not satisfied with the response, he or she is entitled to contact a relevant external body to express the concerns. In doing this the individual should:

- have a reasonable belief that the allegation is based on correct facts
- make the disclosure to a relevant body
- have a reasonable belief it is in the public interest to make the disclosure.

A “relevant body” is likely to be a regulatory body (e.g., the Health and Safety Executive or it could be Friends House).

6. Contacting the media

6.1 The media is not a relevant external body. Individuals should not contact the media with allegations about the local, area meeting, CCQW or Cymar, except in extraordinary circumstances where neither the organisation nor the relevant regulatory body would be appropriate.

7. Protection against detriment

7.1 Any individual who takes action under this policy will be protected from suffering any detriment in relation to the allegations that are made, including victimisation by a member or attender at the meeting or by colleagues.

7.2 If the individual does not follow the procedure set out, the protection against detriment may not apply. Disclosing information in an inappropriate way (e.g., contacting the media) could result in disciplinary action being taken against the individual, which could include dismissal. In the case of a volunteer, it could lead to ending the volunteering. In the case of a self-employed person, it could lead to the termination of the contract for services.

K. Lone Worker Policy

1. Purpose and Scope

1.1 This policy applies to all persons: staff, members and volunteers whether paid or not. It aims, so far as is reasonably practicable, to protect anyone working or worshipping alone from risks associated with being alone in a meeting house premises or grounds and to take appropriate measures to reduce these risks.

1.2 To ensure that Cymar complies with legislation under the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1999.

1.3 Cymar is responsible for the health and safety of all its staff, members, volunteers and visitors. It is also responsible for the health and safety of any contractors or self-employed people appointed to work on Cymar premises.

1.4 To identify hazards and risks for all staff and others working by themselves in a Meeting House building or grounds, alert them to the risks presented by lone working or occupation and to identify the responsibilities each person has in this situation. Such risks may include personal security (becoming a target of opportunistic personal attack or theft), manual handling (risk of injury when carrying equipment or similar alone), and isolation (not having someone to summon for help in event of accident, ill health etc).

1.5 A Lone Worker may include:

- A person working alone in a Meeting House building or grounds e.g., caretakers, cleaners, volunteers.
- Workers involved in construction or maintenance and repair work. This could include volunteers or contract workers.
- Friend or attender worshipping alone in a Meeting House building or grounds or in hired premises.

1.6 All Lone Workers must take reasonable care of their own health and safety and that of others who may be affected by their actions e.g., leaving something in a dangerous state. They must cooperate with procedures and report any hazards, incidents or near misses.

2 Responsibilities

2.1 Local Meetings (usually the Premises Committee or equivalent) have a duty to assess risks to lone workers and take steps to avoid or control such risks where necessary.

2.2 Local Meetings have responsibility for ensuring a risk assessment is completed for each individual deemed a Lone Worker, in conjunction with the Link Trustee. The Lone Worker and, if appropriate, his/her line manager must be involved when

considering potential risks. Consideration must be given to the activities, location, time when the work is carried out and whether more than one person should be present for specific activities. The risk assessment should identify the control measures necessary to minimise the risks to the Lone Worker, so far as is reasonably practicable.

2.4 Lone workers are responsible for informing the responsible person of any shortfalls in the agreed arrangements to control the risks identified, and should inform the Local Meeting (LM) if there are any reasons why they cannot continue to work alone safely.

2.5 The assessment of risks to the Lone Worker must take account of:

- Sudden illness or emergencies
- Fire safety
- Any existing emergency arrangements
- The potential for the individual to be exposed to violence
- Procedure for reporting to a designated person on starting and leaving work, and a plan of action if the lone worker fails to check in.

2.8 The LM must ensure that adequate instruction and training is provided and that the Lone Worker is competent to undertake the work. The necessity for and extent of supervision should be identified through the risk assessment.

2.9 Procedures must be established in the Risk Assessment in the event of a person becoming unwell or having an accident, or if an emergency arises. Information regarding emergency procedures, including first aid arrangements, must be given to Lone Workers.

2.10 If a person has a medical condition, advice should be sought regarding the person's suitability to undertake the work alone.

2.11 Local Meetings are to ensure that suitable systems are set up to account for Lone Workers during their work or when they have completed their work and have left the premises. A procedure for reporting to a designated person on starting and leaving the premises must be agreed.

2.12 Employees and volunteers are responsible for ensuring that they adhere to any system used to account for their whereabouts and communicate with their designated contact as agreed. If available, they must also ensure that their communication equipment, such as a mobile phone, is suitably charged, is in good working order and is carried on their person when working alone. If a personal alarm is provided it must be carried while at work.

2.13 All incidents, accidents and near misses must be formally reported, recorded, reported to the LM Link Trustee and followed up appropriately.

3 Training

To ensure that a risk assessment is carried out by a competent person, training needs to be undertaken in completing risk assessments for lone working. This should be updated regularly.

4 Monitoring

This policy will be reviewed and revised at least every five years to ensure that it is suitable and sufficient.

Trustees are responsible for ensuring that all risk assessments are reviewed annually, auditing this process to ensure compliance, and ensuring that any necessary training is provided for those completing risk assessments.

5. Guidance on safe working arrangements for staff or volunteers who work alone

- If possible, carry a fully charged mobile phone (and, if provided, a personal alarm).
- Do not carry large amounts of money or valuables. If windows are open do not leave handbags or valuables in open sight.
- At night drivers should park in a well-lit and busy place. Multi-storey car parks or car parks where the car and the user will not be easily visible should be avoided.
- On starting and leaving work contact your designated person in the agreed way.
- A Lone Worker who thinks they are in danger should contact the police via telephone.

Further guidance on lone working is available at:
www.hse.gov.uk/pubns/indg73.htm

L. Workforce privacy notice

1.1 As an organisation, we are aware of our obligations under the General Data Protection Regulation (GDPR) and we are committed to processing your data securely and transparently. This privacy notice sets out, in line with GDPR, the types of data that we hold on you. It also sets out how we use that information, how long we keep it for, and other relevant information about your data.

1.2 This notice applies to current and former employees, workers, volunteers and self-employed contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice from time to time.

1.3 It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

2. Data Privacy Officer

2.1 The organisation is a data controller, meaning that it determines the processes to be used when using your personal data. Our contact details are as follows: **Insert name**, email: **insert relevant email address**

3. Data protection principles

3.1 In relation to your personal data, we will:

- process it fairly, lawfully and in a clear, transparent way
- collect your data only for reasons that we find proper for the course of your employment in ways that have been explained to you
- only use it in the way that we have told you about
- ensure it is correct and up to date
- keep your data for only as long as we need it
- keep it securely.

4. The kind of information we hold about you

- Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
- We may hold many types of data about you, including:
- your personal details including your name, address, title, date of birth, email address, phone numbers

-
- your start and leave date
 - your photograph
 - your gender
 - dependants, next of kin and their contact numbers
 - information included on your CV including references, education history and employment history
 - documentation relating to your right to work in the UK
 - bank details
 - tax codes
 - National Insurance number
 - current and previous job titles, job descriptions, pay, pension entitlement, hours of work and other terms and conditions relating to your employment with us
 - letters of concern, formal warnings and other documentation with regard to any disciplinary proceedings
 - internal performance information including documentation with regard to capability procedures, appraisal forms
 - leave records including annual leave, family leave, sickness absence etc
 - training details
 - Information about your employment and the conduct of your employment contained in line manager's notes, emails and letters between and among Cymar clerk(s) and trustees

5. How we collect your data

5.1 We collect data about you in a variety of ways and this will usually start when we undertake a recruitment exercise where we will collect the data from you directly. This includes the information you would normally include in a CV or a recruitment cover letter, or notes made during a recruitment interview. Further information will be collected directly from you when you complete forms at the start of your employment, for example, your bank and next of kin details. Other details may be collected directly from you in the form of official documentation such as your driving licence, passport or other right to work evidence.

5.2 In some cases, we will collect data about you from third parties, such as employment agencies or former employers when gathering references.

5.3 Personal data is kept in personnel files in hard copy or electronically.

6. Why we process your data

6.1 We will only use your personal information when the law allows us to. Legal bases for using your personal information are:

- in order to perform the employment contract that we are party to
- in order to carry out legally required duties
- in order for us to carry out our legitimate interests (or those of a third party) and where your interests and fundamental rights do not override those interests
- to protect your interests and
- where something is done in the public interest
- where you have given your consent.

6.2 All of the processing carried out by us falls into one of the permitted reasons. Generally, we will rely on the first three reasons set out above to process your data, as outlined below.

6.3 We need to process your data in order to perform the **employment contract** with you, for example:

- to be able to provide you with employment benefits such as pension and
- to ensure you are paid.
- providing contractual benefits to you
- maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained
- effectively monitoring both your conduct and your performance and to undertake procedures with regard to both of these if the need arises
- offering a method of recourse for you against decisions made about you via a grievance procedure.

6.4 We also need to collect your data to ensure we are **complying with legal requirements** such as:

- ensuring tax and National Insurance is paid
- carrying out checks in relation to your right to work in the UK and
- making reasonable adjustments for disabled employees.
- managing statutory leave and pay systems such as maternity leave and pay etc.

6.5 We also collect data so that we can carry out activities which are in the **legitimate interests** of the organisation. These include:

- making decisions about who to offer initial employment to, and subsequent internal appointments
- making decisions about salary and other benefits
- assessing training needs
- implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments
- gaining expert medical opinion when making decisions about your fitness for work
- dealing with legal claims made against us
- preventing fraud.

7. Special categories of data

7.1 Special categories of data are data relating to your:

- health
- sex life
- sexual orientation
- race
- ethnic origin
- political opinion
- religion
- trade union membership
- genetic and biometric data.

7.2 We must process special categories of data in accordance with more stringent guidelines. Most commonly, we will process special categories of data when the following applies:

- you have given explicit consent to the processing
- we must process the data in order to carry out our legal obligations, such as exercising specific rights in the field of employment law
- where the data is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards

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- you have already made the data public.

7.3 Less commonly, we may process special categories of data when it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent.

7.4 We will use your special category data:

- in our sickness absence management procedures and family related leave procedures, to comply with employment and other laws
- to determine reasonable adjustments in the case of disability or impairment, and to assess your fitness to work

7.5 We do not need your consent if we use special categories of personal data in order to carry out our legal obligations or exercise specific rights under employment law. However, we may ask for your consent to allow us to process certain particularly sensitive data. If this occurs, you will be made fully aware of the reasons for the processing. As with all cases of seeking consent from you, you will have full control over your decision to give or withhold consent and there will be no consequences where consent is withheld. Consent, once given, may be withdrawn at any time. There will be no consequences where consent is withdrawn.

7.6 For clarity, we do not presently foresee any reason to process data about your political beliefs, sex life, sexual orientation, race, ethnic origin, trade union membership or genetic and biometric data.

8. Criminal conviction data

8.1 We may only use information relating to criminal convictions where the law allows us to do so (such as for DBS checks). This will usually be where such processing is necessary to carry out our obligations.

8.2 Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests where you have already made the information public.

8.3 We may also process such information about employees or former employees in the course of legitimate business activities with the appropriate safeguards.

8.4 We will only collect criminal conviction data where it is appropriate given the nature of your role and where the law permits us. This data will usually be collected at the recruitment stage, however, may also be collected during your employment. We use criminal conviction data to meet our legal obligation to undertake DBS checks for certain jobs (those involving working with vulnerable adults or children), where required.

8.5 In most cases, we do not anticipate processing criminal conviction data about you.

9. If you do not provide your data to us

9.1 One of the reasons for processing your data is to allow us to carry out our duties in line with your contract of employment, your self-employed contract or your volunteering. If you do not provide us with the data needed to do this, we will be unable to perform those duties. We may also be prevented from confirming, or continuing with, your employment with us in relation to our legal obligations if you do not provide us with this information e.g., confirming your right to work in the UK or, where appropriate, confirming your legal status for carrying out your work via a criminal records check.

10. Sharing your data

10.1 Your data will be shared with others within Cymar where it is necessary for them to undertake their duties. This includes, for example, your line manager for their management of you and those responsible for payroll, for administering payment under your contract of employment.

10.2 We share your data with third parties in some circumstances in order to conduct our legitimate business as an organisation. Examples are as follows:

- To obtain references as part of the recruitment process.
- To seek external legal or HR advice about employment matters.
- To enable payroll to be processed.
- To seek occupational health advice.
- To provide pensions and other benefits.
- To provide legally-required information, for example to the Child Support Agency, HMRC, the courts or the Home Office (in connection with residence permits).

10.3 We need to share the above information in order to perform the contract of employment, or for legal reasons.

11. Change of purpose

11.1 We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

12. Protecting your data

12.1 We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse.

12.2 All our third-party service providers (e.g., payroll or external HR advice) are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

13. How long we keep your data for

13.1 In line with data protection principles, we only keep your data for as long as we need it for, which will normally be at least for the duration of your employment with us and for a period of six years after your employment has ended. After this time, we will retain core information in order to be able to respond to any reference requests or to respond to enquiries that we are legally obliged to address. The core information is: a record of your name, job title, dates of employment and any legal agreement that relates to a reference or that makes legal requirements on either party. This information will be retained for 40 years.

14. Automated decision making

14.1 No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

15. Your rights in relation to your data

15.1 It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

15.2 The law on data protection gives you certain rights in relation to the data we hold on you. These are:

- **the right to be informed.** This means that we must tell you how we use your data, and this is the purpose of this privacy notice.
- **the right of access.** You have the right to access the data that we hold on you. To do so, you should make a subject access request which you should address to the Data Privacy Officer (see below).
- **the right for any inaccuracies to be corrected.** If any data that we hold about you is incomplete or inaccurate, you are able to require us to correct it
- **the right to have information deleted.** If you would like us to stop processing your data, you have the right to ask us to delete it from our systems where you believe there is no reason for us to continue processing it
- **the right to restrict the processing of the data.** For example, if you believe the data we hold is incorrect, we will stop processing the data (whilst still holding it) until we have ensured that the data is correct
- **the right to portability.** You may transfer the data that we hold on you for your own purposes to another party.

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- **the right to object to the inclusion of any information.** You have the right to object to the way we use your data where we are using it for our legitimate interests.

15.3 Where you have provided consent to our use of your data, you also have the unrestricted right to withdraw that consent at any time. Withdrawing your consent means that we will stop processing the data that you had previously given us consent to use. There will be no consequences for withdrawing your consent. However, in some cases, we may continue to use the data where so permitted by having a legitimate reason for doing so.

15.4 If you wish to exercise any of the rights explained above, please refer to the Data Privacy Officer (see below). There may be circumstances where we do not agree, for example to a request to have your information deleted and if this is the case, we will explain why.

16. Making a complaint

16.1 The supervisory authority in the UK for data protection matters is the Information Commissioner (ICO). If you think your data protection rights have been breached in any way by us, you are able to make a complaint to the ICO. If you have a concern or complaint, you are strongly encouraged to contact our Data Privacy Officer in the first instance.

17. Data Privacy Officer

18.1 (*Insert name*) will act as our Data Protection Officer. Their contact details are: (*insert relevant email address*) or you can write to Cymar Data Protection Officer, % Swansea Quaker Meeting House, Pagefield House, Page Street, Swansea SA1 4EZ

18.2 Please confirm that you have received this Workforce Privacy Notice by completing the form below and returning it to *Insert name as before* at the above email or address:

I _____ (state name) acknowledge that on _____ (date), I received a copy of the Workforce Privacy Notice and that I have read and understood it.

Signature _____

Name _____

M. Job applicant privacy notice

As an organisation, we are aware of our obligations under the General Data Protection Regulation (GDPR) and we are committed to processing your data securely and transparently. This privacy notice sets out, in line with GDPR, the types of data that we hold on you as a job applicant to the organisation. It also sets out how we use that information, how long we keep it for and other relevant information about your data.

This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time.

If you are offered employment with us, you will be provided with a separate workforce privacy notice.

1. Data controller details

1.1 The organisation is a data controller, meaning that it determines the processes to be used when using your personal data. Our contact details are as follows: *insert name and contact details of CYMAR trustees/relevant person*

2. Data protection principles

2.1 In relation to your personal data, we will:

- process it fairly, lawfully and in a clear, transparent way
- collect your data only for reasons that we find proper for the course of your job application and in ways that have been explained to you
- only use it in the way that we have told you about
- ensure it is correct and up to date
- keep your data for only as long as we need it
- keep it securely.

3. Types of data we process

3.1 Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed.

3.2 We may hold many types of data about you, including:

- your personal details including your name, address, title, date of birth, email address, phone numbers
- gender
- whether or not you identify as a disabled person and information about your health for work capacity reasons

-
- information included on your CV including references, education history and employment history
 - documentation relating to your right to work in the UK.

4. How we collect your data

4.1 We collect data about you in a variety of ways including the information you would normally include in a CV or a job application cover letter, or notes made by our recruiting officers during a recruitment interview. Further information will be collected directly from you when you complete forms if you are offered employment, for example, your bank and next of kin details. Other details may be collected directly from you in the form of official documentation such as your passport or other right to work evidence.

4.2 In some cases, we will collect data about you from third parties, such as employment agencies or former employers when gathering references.

4.3 Personal data is kept in personnel files in hard copy or electronically.

5. Why we process your data

5.1 The law on data protection allows us to process your data for certain reasons only:

- in order to perform the employment contract that we are party to
- in order to carry out legally required duties
- in order for us to carry out our legitimate interests (or those of a third party)
- to protect your interests and
- where something is done in the public interest
- where you have given your consent.

5.2 All of the processing carried out by us falls into one of the permitted reasons.

5.3 We need to collect your data to ensure we are complying with **legal requirements** such as:

- carrying out checks in relation to your right to work in the UK and
- making reasonable adjustments for disabled job applicants.

5.4 We also collect data so that we can carry out activities which are in the **legitimate interests of Cymar**. We have set out examples of these below:

- making decisions about who to offer employment to
- making decisions about salary and other benefits
- assessing training needs
- dealing with legal claims made against us.

6. Special categories of data

6.1 Special categories of data are data relating to your:

-
- health
 - sex life
 - sexual orientation
 - race
 - ethnic origin
 - political opinion
 - religion
 - trade union membership and
 - genetic and biometric data.

6.2 We must process special categories of data in accordance with more stringent guidelines. Most commonly, we will process special categories of data when the following applies:

- you have given explicit consent to the processing
- we must process the data in order to carry out our legal obligations
- we process data for reasons of public interest
- where the data is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards
- you have already made the data public.

6.3 Less commonly, we may process special categories of data when it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent.

6.4 We will use your special category data:

- to determine reasonable adjustments and to assess your fitness to work.

6.5 We do not need your consent if we use special categories of personal data in order to carry out our legal obligations or exercise specific rights under employment law. However, we may ask for your consent to allow us to process certain particularly sensitive data. If this occurs, you will be made fully aware of the reasons for the processing. As with all cases of seeking consent from you, you will have full control over your decision to give or withhold consent and there will be no consequences where consent is withheld. Consent, once given, may be withdrawn at any time. There will be no consequences where consent is withdrawn.

6.6 For clarity, we do not presently foresee any reason to process data about your political beliefs, sex life, sexual orientation, race, ethnic origin, trade union membership or genetic and biometric data.

7. Criminal conviction data

7.1 We will only collect criminal conviction data where it is appropriate given the nature of your role and where the law permits us (such as for DBS checks). This

data will usually be collected at the recruitment stage, however, may also be collected during your employment should you be successful in obtaining employment.

7.2 Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

7.3 In most cases, we do not anticipate processing criminal conviction data about you.

8. If you do not provide your data to us

8.1 One of the reasons for processing your data is to allow us to carry out an effective recruitment process.

8.2 We may be prevented from confirming, or continuing with, your employment with us in relation to our legal obligations if you do not provide us with information eg confirming your right to work in the UK.

9. Sharing your data

9.1 Your data will be shared with others within Cymar where it is necessary for them to undertake their duties with regard to recruitment. This will include those who are involved in your recruitment.

9.2 In some cases, we will collect data about you from third parties, such as employment agencies. We may also share information with these agencies, such as notifying them that a job offer has or has not been made.

9.3 Your data will be shared with third parties if you are successful in your job application. In these circumstances, we will share your data in order to obtain references. We will share your name, the capacity (job title) in which you worked at the former employer and the dates of employment that you gave us, in order to enable the former employer to identify you. We may also share your data with others such as our payroll provider and our HR provider.

9.4 It is in our legitimate interests to share the data for pre-employment purposes, in order to ensure we offer the job to most appropriate candidate.

10. Protecting your data

10.1 We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse.

10.2 Where we share your data with third parties, we provide written instructions to them to ensure that your data are held securely and in line with GDPR requirements. Third parties must implement appropriate technical and organisational measures to

ensure the security of your data. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

11. How long we keep your data for

11.1 In line with data protection principles, we only keep your data for as long as we need it for and this will depend on whether or not you are successful in obtaining employment with us.

11.2 If you are unsuccessful in obtaining employment, your data will not be used for any reason other than in relation to the specific application you have made. We will retain your data for up to 12 months, in order to follow up any enquiries or legal claims.

11.3 If your application is successful, your data will be kept and transferred to the systems we administer for employees. We will normally retain your data until 6 years after you leave our employment. Please refer to our separate privacy notice for employees.

12. Automated decision making

12.1 No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

13. Your rights in relation to your data

13.1 The law on data protection gives you certain rights in relation to the data we hold on you. These are:

- **the right to be informed.** This means that we must tell you how we use your data, and this is the purpose of this privacy notice
- **the right of access.** You have the right to access the data that we hold on you. To do so, you should make a subject access request which you should address to the Data Privacy Officer (see below).
- **the right for any inaccuracies to be corrected.** If any data that we hold about you is incomplete or inaccurate, you are able to require us to correct it
- **the right to have information deleted.** If you would like us to stop processing your data, you have the right to ask us to delete it from our systems where you believe there is no reason for us to continue processing it
- **the right to restrict the processing of the data.** For example, if you believe the data we hold is incorrect, we will stop processing the data (whilst still holding it) until we have ensured that the data is correct
- **the right to portability.** You may transfer the data that we hold on you for your own purposes

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- **the right to object to the inclusion of any information.** You have the right to object to the way we use your data where we are using it for our legitimate interests

13.2 Where you have provided consent to our use of your data, you also have the unrestricted right to withdraw that consent at any time. Withdrawing your consent means that we will stop processing the data that you had previously given us consent to use. There will be no consequences for withdrawing your consent. However, in some cases, we may continue to use the data where so permitted by having a legitimate reason for doing so.

13.3 If you wish to exercise any of the rights explained above, please refer to the Data Privacy Officer (see below). There may be circumstances where we do not agree, for example to a request to have your information deleted and if this is the case, we will explain why.

14. Making a complaint

14.1 The supervisory authority in the UK for data protection matters is the Information Commissioner (ICO). If you think your data protection rights have been breached in any way by us, you are able to make a complaint to the ICO.

14.2 If you have a concern or complaint, you are strongly encouraged to contact our Data Privacy Officer in the first instance.

15. Data Privacy Officer

15.1 CYMAR's Data Privacy Officer is clerk of Cymar Trustees, Jeremy Brignell-Thorp . CONTACT DETAILS

He can be contacted on jeremy.thorp@gmail.com , Rhosser, Llandyssil, Montgomery, SY15 6LQ, 07722722863, 01686 669684 (

N. Guidance for Cymar, Crynwyr Cymru/Quakers in Wales, Area Meetings, Local Meetings, & Committees on Expenses claims by employees, volunteers, Members and Attenders

1. Outline

- a) No-one associated with Cymar should feel prevented from undertaking any service for the Meeting for financial reasons.
- b) Area and local Meetings should ensure those who serve are recompensed for any reasonable expense necessarily incurred in that service.
- c) Meeting Treasurers should ensure all who serve are given the opportunity to reclaim expenses by providing the necessary forms as needed.
- d) Committee and group conveners should provide expense forms for all who attend their meetings and ensure these are sent to the relevant treasurer for prompt reimbursement.
- e) It is necessary that expenses are claimed in order that the true cost of running the Meeting is clearly apparent.

2. Definitions - In this document,

2.1 Employee means someone employed by Cymar or its constituent Meetings, and excludes self-employed people. Anyone employed by a Local Meeting is legally an employee of Cymar.

2.2 Voluntary worker: voluntary workers are people who give freely their time, skills and experience without expecting a financial reward. They are entitled to core employment rights and will have a contract.

2.3 Member here includes Members and Attenders (as defined in Quaker Faith and Practice, Fifth Edition, 11.37 & 11.38) acting on behalf of a Local or Area Meeting, as part of their Quaker service. They will usually have been appointed via the Quaker nominations procedure. They are not volunteers for the purposes of this policy.

2.4 Volunteer: For the purposes of this policy, a volunteer is defined as any individual who willingly gives their time, energy and skills, without payment of wage or salary, for the benefit of both themselves, Cymar and to the good of the community. They are specifically recruited as volunteers, through a process that is open to all, and not restricted to Members and Attenders of the Religious Society of Friends.

3. Before incurring expenses.

3.1 An **employee, voluntary worker or volunteer** should check with their line manager before incurring any business-related expenditure. Line managers may provide guidance on acceptable expenditure which will be reimbursed, for example, where the employee, voluntary worker or volunteer is responsible for maintaining supplies at a Meeting House. **Members** should ensure that the expenditure is approved by the Local or Area Business Meeting, or is incurred legitimately as part of their role or office in the Meeting. Expenditure above a locally-set limit (which will be available from the relevant Treasurer) will need to be supported by a Minute of the relevant Business Meeting or Committee. **Re-imbusement may be refused if prior agreement has not been obtained.**

4. Claiming expenses

4.1 Expenses claims should be accompanied by receipts and should be claimed promptly. Treasurers may issue claims forms if appropriate (see below). Expenses should be claimed as soon as possible after they have been incurred unless there is a local arrangement to claim periodically e.g., monthly.

5. Travel Expenses

5.1 General principles

Employees, voluntary workers, volunteers and Members and Attenders are asked to use public transport whenever possible, for cost and environmental reasons. Tickets should be retained and produced as evidence of expenditure.

5.2 Claiming travel expenses - employees, voluntary workers and volunteers

Employees, voluntary workers and volunteers may claim re-imbusement of travel expenses incurred in the course of their duties, subject to the prior agreement of their manager. Where an employee travels directly from home to their destination, the claim should only cover those expenses which are extra to which would normally have been incurred in attending the place of work.

When necessary, Cymar, or its constituent Meetings, will pay mileage for use of an employee's or volunteer's own vehicle. Employees claiming mileage may need business use vehicle insurance.

Agreements with voluntary workers and volunteers may specifically provide for the costs of travel to and from their workplace to be reimbursed.

5.3 Claiming travel expenses - Members

Members may claim travel expenses when acting on behalf of Cymar, Crynwyr Cymru/Quakers in Wales, Area or Local Meeting, but they should be clear that the expenditure is authorised. This may often be implied by the role or office that they hold (e.g. a Pastoral Carer visiting a Member/Attender).

5.4 Mileage allowance payments for employees required to have a car as part of their employment

These can be found on the gov.uk website. Currently (2024) they are:

For the first 10,000miles:

Cars and vans 45p/m

Motorcycles 24p/m

Bikes 20p/m

Quaker role holders and volunteers are paid mileage at a rate of 25p per mile for cars and vans.