



## **STAFF HANDBOOK**

### **Introduction**

This Staff Handbook has been designed to ensure that all staff understand the policies and procedures at the Foundation for Science and Technology ('The Foundation').

Although this Handbook does not override your employment obligations set out in your employment contract, it is an important part of the employment relationship. Please ensure that you familiarise yourself with the full contents of this Handbook.

The policies contained in this Handbook do not form part of your contract of employment, and may be amended at any time by the Foundation at its discretion.

The policies in this Handbook will be reviewed at regular intervals to ensure that they are up-to-date and achieving their aims effectively.

If any of the contents of this handbook are unclear, please contact the Chief Executive.

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# 1. Workplace management policies

## 1a. Health and Safety Policy

### **Purpose and scope**

1. The Foundation for Science and Technology ('The Foundation') takes health and safety issues seriously. We are committed to protecting the health and safety of our staff and all those affected by our business activities and attending our premises.
2. Achieving a healthy and safe workplace is a collective task shared between the Foundation and its staff. This policy is intended to clarify who is responsible for health and safety matters, and what their responsibilities are.
3. This policy and the rules contained in it apply to all Foundation staff, irrespective of seniority, tenure, and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers, fixed-term staff and any volunteers.

### **Our responsibilities**

4. The Foundation is responsible for:
  - a) Taking reasonable steps to safeguard the health and safety of staff, people affected by the our business activities, and people visiting our premises.
  - b) Identifying health and safety risks and finding ways to manage or overcome them.
  - c) Providing a safe and healthy place of work, and safe entry and exit arrangements, including during an emergency situation.
  - d) Providing and maintaining safe working areas, equipment and systems and, where necessary, appropriate protective clothing.
  - e) Providing safe arrangements for the use, handling, storage and transport of articles and substances.
  - f) Providing adequate information, instruction, training and supervision to enable all staff to do their work safely, to avoid hazards, and to contribute positively to their own health and safety at work. The Foundation will give you the opportunity to ask questions and advise who best to contact if you are unsure about how to safely carry out your work.
  - g) Ensuring any health and safety representatives receive appropriate training to carry out their functions effectively.
  - h) Providing a health and safety induction, and appropriate safety training to your role.
  - i) Promoting effective communication and consultation between the Foundation and staff concerning health and safety matters.

- j) If an epidemic or pandemic alert is issued, providing instructions, arrangements and advice to staff as to the organisation of business operations and steps to be taken to minimise the risk of infection.
  - k) Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes, and bringing those to the attention of all staff.
5. Overall responsibility for health and safety lies with the Chief Executive, who is also the Health and Safety Officer with day-to-day responsibility for health and safety matters.
6. Any concerns about health and safety matters should be communicated to the Health and Safety Officer.

### **Staff responsibilities**

7. All staff must:
- a) Take reasonable care for their own health and safety, and that of others who may be affected by their acts or omissions.
  - b) Co-operate with the Health and Safety Officer and the Foundation generally to enable compliance with health and safety duties and requirements.
  - c) Comply with any health and safety instructions and rules, including instructions on the safe use of equipment.
  - d) Keep health and safety issues in the front of their minds and take personal responsibility for the health and safety implications of their own acts and omissions.
  - e) Keep the workplace tidy and hazard-free.
  - f) Report all health and safety concerns to the Health and Safety Officer promptly, including any potential risks, hazards or malfunctioning of equipment, however minor or trivial they may seem.
  - g) Co-operate with the Foundation's investigation of any incident or accident which either has led to injury or which, in the Foundation's opinion, could have led to injury.
  - h) If an epidemic or pandemic alert is issued, comply and co-operate with all instructions, arrangements and advice that we issue about the organisation of business operations and steps to minimise the risk of infection. Any questions should be referred to the Health and Safety Officer.

### **Staff responsibilities relating to equipment**

8. All staff must:
- a) Use equipment as directed, following any instructions given by representatives of management or contained in any written operating manual or instructions for use, and adhering to any relevant training.

- b) Report any fault with, damage to, or concern about any equipment (including health and safety equipment) or its use to the Health and Safety Officer, who is responsible for maintenance and safety of FST equipment, or to SOE staff in relation to SOE equipment.
- c) Ensure that health and safety equipment is not interfered with.
- d) Not attempt to repair equipment unless suitably trained and authorised.

### **Accidents and first aid**

#### **9. All staff must:**

- a) Promptly report any accident at work involving personal injury, however trivial, to the Health and Safety Officer so that details can be recorded. They must also cooperate with any associated investigation.
- b) Familiarise themselves with the details of first aid facilities and trained SOE first aiders, which are available from the Health and Safety Officer.
- c) If an accident occurs, speak to SOE staff member at the front desk of the SOE building, giving name, location and brief details of the problem.
- d) The Health and Safety Officer is responsible for investigating any injuries or work-related illnesses, preparing and keeping accident records, and for submitting reports under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, where required.

### **Emergency evacuation and fire**

#### **10. All staff must**

- a) Familiarise themselves with the instructions about what to do if there is a fire, which are available from the Health and Safety Officer. Staff must also comply with the procedures set out in the SOE Health and Safety policy.
- b) Ensure they are aware of the location of fire extinguishers, fire exits and alternative ways of leaving the building in an emergency.
- c) Comply with the instructions of SOE fire wardens if there is a fire, suspected fire or fire alarm (or a practice drill for any of these scenarios).
- d) Co-operate in any fire drills organized by SOE and take them seriously (ensuring that any visitors to the building do the same).
- e) Ensure that fire exits or fire notices or emergency exit signs are not obstructed or hidden at any time.
- f) Notify the Health and Safety Officer immediately of any circumstances (for example, impaired mobility) which might hinder or delay evacuation in a fire. This will allow the Health and Safety Officer to discuss a personal evacuation plan for you, which will be shared with the fire wardens and colleagues working near to you.

11. On **discovering a fire**, all staff must:

- a) Immediately trigger the nearest fire alarm and, if time permits, call reception and notify the location of the fire.
- b) Attempt to tackle the fire **ONLY** if they have been trained or otherwise feel competent to do so. Nominated members of staff in SOE will be trained in the use of fire extinguishers.

12. On **hearing the fire alarm**, all staff must:

- a) Remain calm and immediately evacuate the building, walking quickly without running, and following any instructions of the SOE fire wardens.
- b) Leave without stopping to collect personal belongings.
- c) Stay out of any lifts.
- d) Remain out of the building until notified by an SOE fire warden that it is safe to re-enter.
- e) The SOE is responsible for ensuring that fire risk assessments take place, that changes are made where required, and for making sure there are regular checks of fire extinguishers, fire alarms, escape routes, signage and emergency lighting.

### **Risk assessments and manual handling**

13. Risk assessments are a careful examination of what could cause harm to people in the workplace. The Foundation will assess any risks and consider measures to best minimise any risk. The Foundation will carry out general workplace risk assessments when required or as reasonably requested by staff.

14. Managers must ensure that any necessary risk assessments take place and the resulting recommendations are implemented.

15. The Health and Safety Officer is responsible for workplace risk assessments and any measures to control risks.

16. Personal Protective Equipment ('PPE') will be provided where risks cannot be otherwise effectively controlled.

17. Guidance on manual handling (for example, lifting and carrying heavy objects) can be obtained from the Health and Safety Officer and, where necessary, training will be provided by the Foundation. The Foundation will try to minimise or avoid the need for manual handling where there is a risk of injury.

### **Use of display screen equipment ('DSE')**

18. The Foundation will ensure that risks to health and safety from DSE use (such as musculoskeletal disorders, visual fatigue and mental stress) are controlled. In particular, the Foundation will:

- a) Ensure DSE assessments are carried out on each workstation and include the display screen equipment, furniture and working environment.

- b) Where health and safety issues have been highlighted in the DSE assessment, ensure that appropriate remedial action is taken to reduce any identified risks.
- c) Maintain records of all DSE assessments and risk assessments.
- d) Encourage the early reporting by staff of any symptoms which may be related to visual display screen work.
- e) In circumstances where an injury or ill health associated with DSE is identified, ensure that an incident or accident report is completed.
- f) Plan the activities of users of DSE so that short, frequent breaks are taken to prevent intensive periods of on-screen activity.

#### *Staff responsibilities*

19. Staff should be aware of the potential risks to their health and safety from DSE use and the actions they can take to reduce these risks.
20. Staff must:
  - a) Complete a DSE self-assessment. DSE self-assessments should be carried out by new staff at induction, laptop users and homeworkers.
  - b) Cooperate with the completion of the workstation DSE assessment, and all measures and training given to promote safe working practice.
  - c) Use equipment in the intended manner.
  - d) Adopt any advice given by the Foundation to prevent intensive periods of on-screen activity.
  - e) Use any corrective glasses prescribed specifically for working with DSE.
  - f) Inform their line manager immediately if they experience any problems or ill-health which could affect their ability to work with DSE.

#### *Workstation assessments*

21. Workstation assessments must be carried out on each workstation. Responsibility for ensuring workstation assessments are carried out lies with line managers.
22. Staff should review their self-assessment annually, or when there are significant changes to their workstation.

#### **Breaks**

23. You are encouraged, and will be expected, to take opportunities for breaks in your work routine to prevent the onset of fatigue. If you need further information or guidance, you should speak to your line manager.

## **Eye tests**

24. You are entitled to a contribution towards the costs of eye tests by a registered practitioner (optician or doctor) on the following occasions:
- When you first become a user of DSE.
  - When requested by you.
  - At regular intervals thereafter on the recommendation of the practitioner (usually every 2 years).
  - When staff experience visual difficulties attributed to display screen use.
25. You are entitled to receive the following financial contributions towards eye tests and corrective appliances:
- Up to £30 towards the cost of an eye test.
  - Up to £30 towards the cost of lenses and frames.
26. You are responsible for arranging your own appointment with the practitioner. You are also responsible for the initial payment of your eye test and any costs incurred on lenses or frames that are solely and specifically for DSE use. Please note that these cannot be combined with lenses for other uses - for example, driving.
27. To claim for reimbursement of eye test costs and/or contributions to lenses/frames, you must obtain agreement in advance with your line manager, and then complete a claim form. Any receipts for costs incurred should be retained and attached to the claim form.
28. If the claim is approved, you will be reimbursed in accordance with the stipulated contribution limits. Once approved claims have been processed, payment will be made in line with our standard procedures for paying staff expenses.

## **Non-compliance with health and safety rules and policy**

29. Any breach of health and safety rules, or failure to comply with this policy, will be taken seriously and may result in disciplinary action against you, in accordance with the [Disciplinary Policy](#).



## 1b. Equality, diversity and inclusion policy

### Purpose and scope

1. The Foundation is committed to equal opportunities for all staff and applicants, and to creating a diverse and inclusive working environment that enables our staff to fulfil their potential.
2. The Foundation is also committed to providing a work environment free from bullying, harassment and discrimination, and to ensuring that all staff are treated - and treat others - with dignity and respect.
3. This policy applies to all staff, irrespective of seniority, tenure and working hours, including all directors and officers, casual or agency staff, trainees, interns, fixed-term staff, volunteers, consultants and contractors.
4. This policy is intended to clarify the responsibilities and duties of all staff regarding equity, diversity and inclusion, and in relation to preventing bullying, harassment and discrimination.
5. Regarding bullying, harassment and discrimination, this includes bullying, harassment and discrimination that takes place within and outside of the workplace, including on business trips, work-related social functions or events. It also covers harassment and bullying by third parties, such as customers, suppliers or visitors to the Foundation's premises.
6. Our commitment to equity, diversity and inclusion extends to all aspects of the working relationship including:
  - recruitment and selection procedures;
  - terms of employment, including pay, conditions and benefits;
  - training, appraisals, career development and promotion;
  - work practices, conduct issues, allocation of tasks, discipline and grievances;
  - work-related social events;
  - termination of employment and matters after termination, including references; and
  - the way in which staff treat visitors, clients, customers, suppliers and former staff members.

### Glossary of terms

#### Equality

Equality is about the fair treatment of everyone and is often linked to the Equality Act 2010. It is different from, but closely related to, equity, which is about creating equal outcomes for everyone whilst recognising their individual differences.

#### Diversity

Diversity to mean celebrating difference and valuing everyone's individual contribution. By recognising and respecting this, everyone can feel included and we can appreciate the benefits of working with people who approach things from a different perspective.

## **Inclusion**

Inclusion in the workplace is about ensuring that everyone feels valued and respected as an individual. It is about the culture in which people can come to work, feel comfortable and confident to be themselves and work in a way that suits them and delivers our business needs.

## **Protected characteristics**

The Equality Act 2010 makes it illegal to discriminate against people on the grounds of 'protected characteristics'. These characteristics are age, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race (including colour, nationality, ethnic or national origin), religion or belief, sex, and sexual orientation.

## **Bullying**

There is no legal definition of bullying, but it is generally regarded as offensive, intimidating, malicious or humiliating behaviour that attempts to undermine an individual or group of individuals. Bullying can happen to anyone, at any stage of their career. It can take many forms. It can be physical, verbal, emotional or financial. It can take place in person, online, in virtual meetings, on the phone, in writing, on social media and in other situations. Bullying and harassment can be an isolated, one-off incident, or a pattern of behaviour that occurs over a longer period of time. For more information, see [Acas](#).

## **Harassment**

Harassment is unwanted conduct related to a relevant protected characteristic that has the effect of creating an 'intimidating, hostile, degrading, humiliating or offensive environment' for the person being harassed or that violates their dignity. It doesn't matter whether the harassment is intentional or not. What matters is that the person being harassed interprets the comments or behaviour as offensive, demeaning, disrespectful or unacceptable.

## **Discrimination**

Discrimination means treating someone 'less favourably' than someone else because of a protected characteristic or other difference. Less favourable treatment can be anything that puts someone with a protected characteristic at a disadvantage, compared to someone who does not have that characteristic. For more information, see [Acas](#).

### **Direct discrimination**

Direct discrimination is when someone is put at a disadvantage and treated less favourably because of a protected characteristic they have.

### **Discrimination by association**

This means discriminating against someone because they have a connection to someone who has a protected characteristic (such as a family member) or a group of people who have a protected characteristic.

### **Discrimination by perception**

This means discriminating against someone because they are perceived to have a protected characteristic.

### **Indirect discrimination**

This occurs when a working practice, policy or rule is the same for everyone but has a worse effect on someone because of a protected characteristic. For more information, see [Acas](#).

## **Victimisation**

Victimisation is when someone is treated less favourably as a result of being involved with a discrimination or harassment complaint. It is a specific type of discrimination under the Equality Act 2010. For more information, see [Acas](#).

## **Who is responsible for equality, diversity and inclusion?**

7. The Trustee Board has overall responsibility for this policy. The Chief Executive has been appointed as the person with day-to-day operational responsibility for these matters.
8. All staff have personal responsibility to ensure compliance with this policy, to treat colleagues with dignity at all times and not to discriminate against or harass other members of staff, visitors, clients, customers, suppliers and former staff members.
9. Staff who take part in management, recruitment, selection, promotion, training and other aspects of career development have special responsibility for ensuring fair and open recruitment, leading by example, and ensuring compliance with this policy.
10. Managers must take all necessary steps to:
  - a) promote the objective of equality, diversity and inclusion and the values set out in this policy;
  - b) ensure that their own behaviour and that of the staff they manage complies with this policy; and
  - c) ensure that any complaints of bullying, discrimination, victimisation or harassment (including against themselves) are dealt with appropriately, and are not suppressed or disregarded.

## **Disabled staff**

11. For the purposes of this policy, disability includes any physical or mental impairment which substantially affects your ability to perform day-to-day activities and has lasted (or is likely to last) more than 12 months.
12. If you considers yourself to have a disability, you are encouraged to speak with the Chief Executive about any workplace adjustments you may need to help overcome or minimise difficulties that you encounter in the workplace.
13. Information about your disability will be treated in confidence, if you wish it to be, so far as is reasonably practicable. We will do our best to handle matters sensitively and to ensure that you are treated with dignity and with respect for your privacy.
14. We will consult with you about what adjustments are needed to avoid you being disadvantaged. We may ask you to see a doctor appointed by us, to advise on this.
15. We will seek to accommodate your needs within reason. If we consider a particular adjustment unreasonable or impracticable we will explain why, and try to find an alternative solution.
16. Managers with responsibility for managing a member of staff they know to have a disability should speak to the Chief Executive to ensure that all relevant duties are complied with.

## **Making employment decisions fairly**

17. The Foundation decisions concerning recruitment, promotion, training, dismissal and related issues on the basis of objective criteria.
18. All employment decisions will be based on merit and the legitimate business needs of the organisation. We will not discriminate on the basis of race, colour or nationality, ethnic or national origins, sex, gender reassignment, sexual orientation, marital or civil partner status, pregnancy or maternity, disability, religion or belief, age or any other ground on which it is - or becomes - unlawful to discriminate under the laws of the United Kingdom.
19. Managers should only stipulate criteria or conditions for employment decisions (including job selection, promotion and redundancy) that are based on a legitimate business need and which do not go further than is needed to satisfy that need.
20. If you are in any doubt about whether particular criteria or conditions are indirectly discriminatory or justifiable, then please speak to the Chief Executive.

## **Recruitment**

21. Managers involved in recruitment must:
  - a) specify only recruitment criteria that are relevant to the job, reflect genuine business needs and are proportionate;
  - b) involve more than one person in shortlisting applicants wherever practicable;
  - c) ensure that vacancies are advertised to a diverse audience and try to avoid informal recruitment methods that exclude fair competition;
  - d) review job advertisements carefully to ensure that stereotyping is avoided and that particular groups are not unjustifiably discouraged from applying;
  - e) not ask applicants about health or disability before a job offer is made (other than in exceptional circumstances and after having been approved by the Chief Executive). If necessary a job offer can be expressed to be conditional upon satisfactorily passing a medical check;
  - f) not ask candidates about any protected characteristic if the question may demonstrate an intention to discriminate. For example, candidates should not be asked about current or future pregnancy, childcare or related matters;
  - g) not make assumptions about immigration status based on appearance, accent or apparent nationality; and
  - h) so far as reasonably practicable, keep a written record of their reasons for relevant decisions.
22. In very rare cases, it may be legitimate and necessary to restrict recruitment to a particular role to certain groups, but it is essential that this is discussed with the Chief Executive so that appropriate steps can be taken to ensure legality.
23. The Foundation is legally required to verify that all employees have the right to work in the UK. Prior to starting employment, you must produce original documents to our satisfaction, irrespective of nationality. Information about the documents required is available from the Chief Executive.

### **Training, career development and promotion**

- 24. Appropriate training to facilitate progression will be accessible to all staff.
- 25. All promotion decisions will be made on the basis of merit and according to proportionate criteria determined by legitimate business need.

### **Conditions of service**

- 26. Access to benefits and facilities and terms of employment will be kept under review to ensure that they are appropriately structured and that no unlawful barriers to qualification or access exist.

### **Discipline and termination of employment**

- 27. Any redundancy selection criteria and procedures that are used, or other decisions taken to terminate employment, will be fair and not directly or indirectly discriminatory.
- 28. Disciplinary procedures and penalties will be applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

### **Discipline and termination of employment**

- 29. Part-time and fixed-term staff will be treated the same as full-time or permanent staff of the same position, and enjoy no less favourable terms and conditions (pro-rata, where appropriate), unless different treatment is justified.

### **What to do if you encounter bullying, harassment or discrimination**

- 30. All staff have a responsibility to combat discrimination if they encounter it. If you observe, or are aware of acts that you believe amount to, bullying harassment or discrimination directed at you or others, you are encouraged to report these to the Chief Executive. If you cannot report to the Chief Executive (for example if they are away for a long period of absence), or if the acts being reported involve the Chief Executive, then you should make a report to the Chair of Trustees.
- 31. If you are being bullied or harassed, consider if you feel able to raise the problem informally with the person responsible. Clearly explain to them that their behaviour is unwanted and makes you feel uncomfortable. If you cannot speak to the responsible person (for example, because it is difficult or embarrassing), speak to your line manager, the Chief Executive, or a member of the Trustee Board, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 32. If your request is ignored, the bullying or harassment continues and/or you would prefer to take formal action, you should raise the matter formally under the [Grievance Procedure](#).
- 33. If you are uncertain whether an incident (or series of incidents) amounts to discrimination, bullying or harassment, contact your line manager, the Chief Executive, or a member of the Trustee Board for confidential advice.

34. Any grievance or report raised about bullying, harassment or discrimination will be kept confidential so far as this is practicable.
35. We may ask you if you wish your complaint(s) to be put to the alleged perpetrator if disciplinary action appears to be appropriate. It sometimes may be necessary to disclose the complaint or take action even if this is not in line with your wishes, but we will seek to protect you from victimisation and, if you wish, we will seek to protect your identity.
36. You should be aware that disciplinary action may be impossible without your co-operation or if you refuse to allow relevant information to be disclosed.

### **Supporting and protecting those involved**

37. Staff who make complaints or who participate in good faith in any investigation under this policy must not suffer any form of victimisation or retaliation as a result.
38. If you believe you have suffered such treatment, speak to your line manager, the Chief Executive, or a member of the Trustee Board. If the matter is not resolved or remedied, raise it formally under this policy, where appropriate.
39. As long as you act in good faith, the fact that you have raised a complaint or report will not affect your position at the Foundation, even if the complaint is not upheld. Making a false allegation deliberately and in bad faith is a misconduct offence and will be dealt with in accordance with our [Disciplinary Procedure](#).
40. Any member of staff is found to have victimized or retaliated against someone – or who attempts to do so - will be subject to disciplinary action including summary dismissal for gross misconduct in accordance with the [Disciplinary Procedure](#).
41. If an investigation under this policy concludes that a malicious or false claim of discrimination, bullying or harassment has been made, the complainant may be subject to disciplinary action in accordance with the [Disciplinary Procedure](#).
42. If you make a complaint, or are the subject of a complaint, it may be necessary to ask you to stay at home on paid leave while investigations are being conducted and the matter is being dealt with through the appropriate procedure. This may particularly be necessary in cases of alleged harassment.

### **Keeping records**

43. Information regarding any complaints made by, or about, a member of staff may be recorded on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. Such data will be processed in accordance with the [Data Protection and Data Security Policy](#).
44. For more information on how we use personal data, please see the [Privacy Notice](#).

### **Non-compliance with this policy**

45. Failure to comply with this policy will be taken seriously and may result in disciplinary action against the offender, up to and including immediate dismissal.

46. Staff should also note that they may be personally liable for any acts of discrimination and it may be a criminal offence intentionally to harass another employee. They should also be aware that legal action may be taken against them directly by the victim of any discrimination.

## 1c: Grievance Procedure

### **Purpose and scope**

1. Every employee has a right to raise any grievance relating to matters of employment or appointment affecting them as an individual, or affecting their personal dealings or relationships with other members of staff, unless the matter is subject to other agreed procedures.
2. This procedure clarifies the steps that should be taken if an employee has a grievance, and the process that will be followed to resolve that grievance.

### **Informal resolution**

3. Where possible, you should try to resolve the grievance informally through discussions with the responsible person.
4. If you have a grievance relating to your employment that cannot be resolved by informal discussions with the responsible person, and for which no other procedures are available, you may make a written complaint to the Chief Executive.
5. The Chief Executive shall respond, if possible, within seven days of the receipt of the written complaint, or the date of a meeting if the Chief Executive decides to interview you before responding.
6. If you believe that the matter has not been resolved following receipt of the Chief Executive's response, you may seek formal resolution of the complaint.
7. If your grievance directly concerns the Chief Executive, you may complain in writing to the Chair of the Trustee Board in the first instance.

### **Formal resolution of the complaint**

8. If it is not possible to achieve an informal resolution of the complaint, the matter shall be referred by the Chief Executive (or Chair of Trustee Board) to the Trustee Board who shall designate a Grievance Sub-Committee.
9. The Grievance Sub-Committee will invite the aggrieved employee, and any person against whom the grievance lies, to submit written statements to the Sub-Committee.
10. The Grievance Sub-Committee will meet within 14 days of receipt of the written statements, or as soon thereafter as is possible, to consider the grievance. The Sub-Committee may make a decision based on the written statements, or they may decide to hold a hearing to resolve the complaint.



## **Procedure for hearings**

11. Where the Grievance Sub-Committee decides to hold a hearing, they will hold a meeting and invite oral presentations by you, and any person against whom the grievance lies.
12. The parties to the grievance will be entitled to be represented or accompanied by a colleague or friend.
13. If, after consideration, the Grievance Sub-Committee is of the opinion that the grievance is justified, it will make such proposals for the redress of the grievance as it thinks fit.
14. You and any person complained about will be notified of the Grievance Sub-Committee's decision within 7 days of the hearing.
15. The Grievance Sub-Committee's decision will be recorded in a document signed by the Chair of the Grievance Sub-Committee. A confirmatory letter will be sent to you within seven days of the hearing.
16. If, on the other hand, the Grievance Sub-Committee does not find the complaint justified, no record will be kept of the proceedings.
17. There shall be no right of appeal of the Grievance Sub-Committee's decision, but, in the event of new evidence becoming available, the Grievance Sub-Committee may be asked to conduct a re-hearing.

## **1d: Flexible Working Policy**

### **Purpose and scope**

1. The Foundation recognises the importance of supporting our employees in maintaining a healthy balance between work and their outside lives.
2. The purpose of this policy is to help us achieve our equal opportunities and work-life balance aims by ensuring that:
  - a) qualifying staff have a structured opportunity to formally request a change to their working pattern, and are clear about how to make such a request; and
  - b) managers are clear about the process that should be followed if they receive a request for flexible working and the terms that apply to flexible working arrangements.
3. Managers have a specific responsibility to support colleagues, and to ensure that this policy is a success by trying to accommodate flexible working requests where operationally possible.
4. If you do not meet the qualifying criteria to request flexible working through the formal process, you may still make an informal request.
5. This policy is intended to summarise your statutory rights (save for the section entitled 'Making an informal flexible working request' below). If there is a contradiction between this policy and the statutory flexible working request arrangements that apply at any time, this policy shall be deemed to be amended, as necessary, to comply with legislative requirements.
6. No one will be subjected to a detriment for exercising their right to request flexible working in accordance with this policy.

### **What is flexible working?**

7. Flexible working means any change to normal working arrangements, including:
  - working fewer or different hours;
  - working fewer days; and/or
  - working from a different place.
8. Examples of flexible working arrangements include compressed hours, annualised hours, staggered hours, term-time working, job-sharing, flexi-time working, and working from home.

### **Who can make a formal request for flexible working?**

9. To be eligible to make a formal request for flexible working you must:
  - be an employee (not a contractor or consultant); and
  - not have made more than 1 formal flexible working requests in the previous 12 months.
10. If your request for flexible working is accepted then this results in a permanent change to your employment contract. If you don't want to permanently change your employment contract then you can follow the informal process instead.

## **Formal flexible working request process**

11. We encourage you to first have an informal discussion about your intention to make a request with the Chief Executive, to discuss eligibility and different ways to achieve your objective. This often helps both sides identify a proposal that can be accepted.
12. To start the formal process, you should submit a written and dated application to the Chief Executive. This should ideally be submitted at least 2 months before you wish the changes to take effect and should include:
  - a) A clear indication that it is a formal flexible working request that you are making.
  - b) Confirmation that you meet the eligibility requirements explained above.
  - c) As much information as possible about your current and desired working arrangements.
  - d) The date when you want the new arrangement to take effect.
  - e) The date of any previous formal request for flexible working you have made.
  - f) Your thoughts on the impact of your requested changes on your work and your colleagues and our business as well as any suggestions that you have for addressing any adverse impact.
13. You may make a request to work flexibly for any reason. In general, you are not obliged to tell us why you wish to do so. However, if you are making your request to accommodate a disability or if you think that our [Equality, diversity and inclusion policy](#) may be relevant for any other reason, then you should tell us this, to ensure that your request is considered according to your legal rights.

## **Meetings or discussions**

14. We will usually arrange to discuss your application with you as soon as possible after receiving it. If there is going to be a delay before the discussion for some reason then we will let you know. In some cases, we may decide not to hold a meeting at all. For example, if we can agree to your request without any further discussion.
15. As well as the person who is considering your application, the Chief Executive will be present. You may also have a companion present during the discussion.
16. The discussion may take the form of an in-person meeting but, if both you and we agree, it may be conducted by phone, videolink or some other method instead. We will try to arrange the discussion at a place and time convenient to you.
17. During the discussion, we will talk about and consider your request. We will ask you to explain how the impact of the requested changes on your work and colleagues can be managed. If you wish to, you can explain the reason why you are making the request, but this is not compulsory. If it appears that we cannot accommodate your original request we will also discuss alternative options.
18. Managers with responsibility to decide flexible working requests are encouraged to facilitate requests unless business or operational factors prevent acceptance.
19. Managers may, at their discretion, offer you a trial period of the proposed working arrangements to see if these meet your needs and work for the business.

### **Formal flexible working request decisions**

20. After the discussion (or if we decide that a discussion is not necessary), we will write to you to confirm our decision on your request as soon as possible. We will keep you informed as to any likely delay.
21. If we agree to your request, or propose an alternative arrangement or trial period, then the letter will explain the new or proposed arrangements. The letter will also explain the resulting changes to your employment contract and start date for the new arrangements.
22. We will ask you to sign the letter confirming your agreement to the change of your contractual terms, which will be kept on your personnel file as a record of the permanent change to your terms. You may only make 2 applications for flexible working in any 12 month period.
23. If business and operational requirements mean that we are not able to agree to your request then we will confirm this in writing, explaining the business reason for the refusal, how it applies to your case, and how you can appeal our decision.
24. We may reject your request because of:
  - the burden of additional costs;
  - a detrimental effect on our ability to meet customer demand;
  - an inability to reorganise work among existing staff;
  - an inability to recruit additional staff;
  - a detrimental impact on quality;
  - a detrimental impact on performance;
  - insufficiency of work during the periods that you propose to work; or
  - planned changes.

### **Appeals against decisions on formal requests**

25. If we reject your request, then you can appeal by writing to the Chair of Trustees within 14 days of receiving our written decision. We will then arrange for a further discussion with you about your appeal.
26. The discussion may take the form of an in-person meeting but, if both you and we agree, it may be conducted by phone, videolink or some other method instead. We will try to arrange the discussion at a place and time convenient to you. You may bring a companion to the appeal discussion, as for the first discussion.
27. The person hearing the appeal will be independent and not have been involved with your flexible working request until the appeal stage. Where possible, the person will be a member of the Trustee Board.
28. After the appeal discussion, we will write to you to inform you of the outcome as soon as practicable.

### *If your appeal is successful*

29. If your appeal is successful, and we agree to your request or propose an alternative arrangement or trial period, then the letter will explain the new or proposed arrangements. The letter will also explain the resulting changes to your employment contract and start date for the new arrangements.
30. We will ask you to sign the letter confirming your agreement to the change of your contractual terms, which will be kept on your personnel file as a record of the permanent change to your terms. You may make another request for flexible working in the future, but you can only make 2 applications for flexible working in any 12 month period.

### *If your appeal is rejected*

31. If your appeal is rejected we will confirm this in writing, explaining the business reason for the decision and how it applies to your case. You may make another request for flexible working in the future, but you can only make 2 applications for flexible working in any 12 month period.

### **Timing**

32. We will try to complete the whole process from receiving your request for flexible working to completing any appeal within 3 months.
33. If it is not possible for us to do this we will ask you to agree to an extension of time (particularly if you lodge an appeal and there is not much time for us to consider it before the end of the 3-month period). We will try to keep you informed about the progress of your application and any likely delays.

### **Companions**

34. You may have a companion present during discussions about your formal flexible working request, and at any appeal meeting or discussion.
35. The companion may be a colleague, family member or friend. They may speak during the discussion to put forward your case but may not answer questions on your behalf.
36. You can confer privately with your companion during the meeting or discussion.
37. We may allow you to bring a different companion with you if this will help you overcome a disability or will alleviate any communication barrier, at our discretion.

### **Withdrawal of a formal flexible working application**

38. You may make a formal flexible working request but notify us that you wish to withdraw it before a decision is made. You may make another request for flexible working in the future, but you can only make 2 applications for flexible working in any 12 month period.
39. If you fail to attend any meeting or discussion scheduled under this process twice, without reasonable cause, then we may treat your request as withdrawn and will confirm this to you in writing.

## **Making an informal flexible working request**

40. If you are ineligible to request flexible working under the formal process, or wish to make an informal request for some other reason, you should contact the Chief Executive. The Chief Executive will consider our operational requirements and see whether your request can be granted.
41. It will help us to deal with your request if you set out your request in writing, explaining as much as you can about:
- a) the change you would like to make and why;
  - b) when you would like it to start and whether you would like it to be temporary or permanent; and
  - c) what the impact on the business is likely to be, and how the consequences of the change on our business and your colleagues can be managed.
  - d) We will designate someone to consider your request and will confirm to you if we would like to arrange a meeting or discussion with you before reaching our decision.

## **Data protection**

42. We process personal data collected when managing flexible working requests in accordance with our [Data Protection and Data Security Policy](#).
43. Data collected as part of managing formal and informal flexible working requests is held securely. It is accessed by, and disclosed to, individuals only for the purposes of responding to flexible working requests and managing flexible working arrangements.
44. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our [a: Data Protection and Data Security policy](#) immediately. It may also constitute a disciplinary offence, which will be dealt with under our [Disciplinary policy and procedure](#).

## 1e: Working From Home Policy

### Purpose and scope

1. The Foundation supports working from home for all staff, provided their home is located in the UK. It does not support working from home outside of the UK.
2. The Foundation will agree to you working from home in appropriate circumstances. This may be occasional working from home (for example, to respond to specific circumstances or to complete particular tasks) and or on a regular basis (that is, full or part-time working from home).
3. In certain circumstances, occasional or permanent working from home allows the Foundation to accommodate a disability. In such cases, this can be requested as a [workplace adjustment](#) or flexible working by following our [Flexible Working Policy](#).
4. This policy sets out:
  - How you can make a request to work from home;
  - How such requests will be handled; and
  - The conditions on which working from home will be approved.
5. This policy applies to all employees, irrespective of seniority, tenure and working hours, including all directors and officers, casual or agency staff, trainees, interns, fixed-term staff and volunteers.

### Requests to work from home

6. You can make an application to work from home as soon as you start working for us. Any such application will be considered on its merits. However, note that not all jobs or roles are suitable for working from home.
7. When applying to work from home, you will need to show that you can:
  - Effectively manage your workload, meeting work deadlines;
  - Work independently, motivating yourself and relying on your own initiative; and
  - Adapt to new working practices when working from home, including by maintaining contact with colleagues and managers.
8. A request to work from home is unlikely to be approved if:
  - You need to be present in the office to perform your role (for example, because it involves specialised equipment only available in the office);
  - You require supervision to deliver an acceptable quantity or quality of work;
  - Your current standard of work or your performance, as indicated by your line manager or most recent performance review, is unsatisfactory; or
  - You have an unexpired warning relating to conduct or performance.

### *How to apply to work from home on a regular basis*

9. You must submit a written request to the Chief Executive. Your request must set out:

- a) Why you believe your role to be suitable to work from home;
- b) How you meet the requirements to work from home (as set out in paragraph 7 above);
- c) The date from which you wish to start working from home;
- d) Where the arrangement is for a fixed period, the date on which you wish to finish working from home;
- e) If you wish to work from home for your entire working week, or if only on certain days, specifying the days you wish to work from home;
- f) Your availability for coming into work on days you are proposing to work from home if you are needed (for example. to attend training days or cover for a sick colleague);
- g) How you will maintain contact with your line manager, and how your work will be set and monitored; and
- h) How you will ensure the security of information and documents while working from home.

10. You should give us as much notice as possible and, in any event, make an application at least 5 days before your proposed working from home start date.

#### *How to apply to work from home on an ad-hoc basis*

- 11. Ad-hoc working from home is working from home that is irregular in nature (for example, working from home temporarily to oversee emergency repair work).
- 12. Ad-hoc working from home requests should be made to your line manager. They do not need to be processed or recorded as a formal flexible working request.
- 13. Where possible, ad-hoc working from home should be requested at least 1 day before the desired working from home date.

#### **Response to working from home application**

- 14. When considering your request to work from home, the Chief Executive or your line manager may invite you to a meeting to discuss your proposal.
- 15. We will endeavour to respond to an application to work from home on a regular basis within 3 days of your application.
- 16. If we accept your application to work from home, this will be recorded in writing. Any such acceptance may be subject to a trial period.
- 17. Any agreement regarding your working from home will include the following terms:
  - a) While working from home you will continue to be subject to the same performance measures, objectives, and processes as when you were working on the business premises.
  - b) Your line manager will continue to supervise you and will regularly review your working from home arrangements, taking steps to address and rectify any problems. Your line manager will also ensure that you are up to date with information relevant to your work.
  - c) You agree to attend the business premises or other reasonable locations for training courses, important meetings, or other events which you are expected to attend in person.
  - d) You acknowledge that when you attend the business premises you may have to share a desk or hot desk.



- e) You acknowledge that working from home may affect your home and contents insurance.
- f) You acknowledge and understand that working from home may affect your mortgage, lease, or tenancy agreement.

18. If your request to work from home is refused, you will be given a written response stating the reasons for refusal. If you are unhappy with the decision, you may appeal by following our [Grievance Procedure](#).

### **Hours of work**

19. While you are working from home, your normal working hours will apply. If you do not think it will be possible to work these hours, please make a flexible working request in accordance with our [Flexible Working Policy](#).
20. Please make sure that you take adequate rest breaks throughout the day, as set out in your employment contract.
21. In the event that you need to change your hours of work (for example, to deal with the potentially conflicting demands of work and looking after children), please discuss any changes you need to your working schedule with your line manager.

### **Communicating with your line manager**

22. While working from home, you should keep in regular contact with your line manager and notify them if you are unsure about what you are required to do.
23. You should consider all lines of communication, including email, telephone, and video calls to ensure relationships are maintained and work continues.

### **Security**

24. You are responsible for ensuring the security of all equipment, documents, and information while working from home.
25. You must take all necessary steps to ensure that confidential information is kept secure at all times. In particular, you must:
- a) Password-protect any confidential information held on your home computer.
  - b) Lock your computer whenever it is left unattended.
  - c) Store confidential papers securely when they are not in use.
  - d) Ensure the secure disposal of any confidential papers (for example, by using a shredder if there is one available).
  - e) Comply with our [Data Protection and Data Security Policy](#).
  - f) Comply with our communication and equipment practices and procedures.
  - g) Report any data security breaches to your line manager immediately.

### **Health and safety**

26. When working from home, you must take reasonable care of your own health and safety and that of anyone else in the home who is affected by your work while you are working from home.

27. You should comply with our [Health and Safety Policy](#) and follow all health and safety instructions issued by the Foundation, including attending any health and safety training.
28. You should liaise with your line manager to make sure that your workstation is appropriate and that you are working in a safe manner.
29. There are steps you can take to make sure you achieve a comfortable posture while working from home using display screen equipment ('DSE'). Please watch the [video](#) from the Health and Safety Executive on workstation set-up.
30. While working with DSE, please observe these guidelines:
  - Break up long spells of DSE work with rest breaks (at least 5 minutes every hour) or changes in activity.
  - Avoid awkward, static postures by regularly changing your position.
  - Get up and move around or do stretching exercises.
  - Avoid eye fatigue by changing focus or blinking from time to time.
31. For more information on working safely with DSE, and on staff entitlements to eye tests and a contribution towards glasses for DSE use, see our [Health and Safety Policy](#).
32. You must notify your line manager if you identify any work-related health and safety concerns or hazards while working from home.
33. You should follow the usual reporting procedures for any work-related accidents that occur in your home.
34. For health and safety purposes, the Foundation retains the right to inspect and check your home office. The need for such inspections will depend on your specific circumstances, including the nature of your work.

## **Insurance**

35. Working from home may affect your home and contents insurance. You should check with your home and contents insurance providers that they have adequate cover for the fact that you work from home, and whether any of your own equipment is covered for work use.

## **Rental or mortgage arrangements**

36. Working from home may affect your mortgage, lease, or tenancy agreement. You are responsible for checking any applicable mortgage or rental agreement to ensure that you can work from home. If permission is necessary, you must make all necessary arrangements with your bank, mortgage provider, or landlord before starting to work from home.

## **Termination of a working from home arrangement**

37. The Foundation reserves the right to bring your working from home arrangement to an end (for example, if your role changes and working from home is no longer suitable) by providing you with 2 weeks' notice.

38. If you wish to terminate your regular working from home arrangement, you should first notify your line manager. The Foundation will only be able to accept the termination if there is sufficient space available for you to return to work on the business premises.

## 1f. Disciplinary Policy and Procedure

### Introduction

1. The Foundation aims to encourage improvement in individual staff conduct or performance where these fall short of required standards.
2. The disciplinary procedure may be initiated for a reason related to an employee's conduct or to their performance of the work of the kind which they were employed to do. Examples include, but are not limited to:
  - Failure or inability to perform the duties of the post due to negligence or lack of application.
  - Refusing to comply with reasonable requests from their manager.
  - Incapacity to perform the duties of the post effectively due to alcohol or drug misuse.
  - Breach of duty regarding non-disclosure of confidential information.
  - Breach of the Foundation's health and safety regulations or rules.
  - Unsatisfactory timekeeping.
  - Unauthorised absence from work.
  - Breach of any other conditions of employment.
3. This procedure sets out the action to be taken when the conduct or performance of members of staff is unsatisfactory. Where unsatisfactory conduct or performance does not improve, employees may be subject to disciplinary action.

### Policy

4. Every attempt will be made to establish the facts quickly and fully, and to operate the disciplinary policy consistently.
5. The level of disciplinary action taken will depend on the seriousness of the issues being considered.
6. Before commencing formal disciplinary action (except in the case of gross or other serious misconduct), the Chief Executive will make efforts, where appropriate, to resolve the matter by informal discussion with the employee.
7. Before any disciplinary penalty is imposed, the employee must be advised of the nature of the complaint, be given the opportunity to answer the allegation(s), and be allowed to be represented or accompanied by a colleague or a friend at any hearing.
8. An employee will not be dismissed for a first or second breach of discipline except in the case of gross misconduct. In cases of gross misconduct, the penalty will normally be dismissal without notice and without pay in lieu of notice.
9. Employees shall have a right of appeal against any formal disciplinary action taken against them, including dismissal.

## **Procedure**

### **Less serious disciplinary matters**

10. There may be minor issues of concern about an employee's behaviour or performance that arise from time to time, which may be dealt with informally by discussion and which shall not be regarded as being 'disciplinary' for the purposes of this policy. Only when such an approach fails to result in improvements will the formal procedure be implemented.
11. If it appears to the Chief Executive that conduct or performance of an employee has been, or continues to be, unsatisfactory, the Chief Executive will carry out a full investigation into the matter followed by a hearing.
12. A hearing shall comprise placing the complaint and supporting evidence before the employee who shall be given the opportunity of answering. Witnesses may be called by each side who shall be examined and may be cross-examined. The employee may be accompanied by a colleague or friend, and the Chief Executive may request that a person nominated by the Trustee Board, or other, be present (with another person to take notes).
13. If a warning is given at the end of the hearing, the Chief Executive will advise the employee that they may appeal against the warning by following the procedure detailed below.

#### *First Formal Warning*

14. If the Chief Executive concludes, after investigation and a hearing, that the employee is at fault, a First Formal Warning ('FFW') may be issued to the employee. The Chief Executive will specify the reason for the warning and will advise the employee that they may appeal against the warning.
15. The Chief Executive will keep a written record of the FFW. This written record will include the following information:
  - a) Details of the complaint made against the employee;
  - b) Where appropriate, the improvements required in the employee's conduct or performance; and
  - c) Where appropriate, the period of time within which such improvements are to be made.
16. A copy of the written record will be given to the employee within 7 days of the conclusion of the investigation or hearing.
17. If a warning is not issued, no record of the matter will be kept.

#### *Second Formal Warning*

18. If there is no improvement since the issue of the FFW or a further complaint has been received, the Chief Executive, after an investigation and hearing, may decide that the employee is again at fault.
19. After the end of the hearing, having considered the evidence, the Chief Executive may issue a Second Formal Warning ('SFW') to the employee.

20. The Chief Executive will keep a written record of the SFW. This written record will include the following information:
- a) Details of the complaint made against the employee;
  - b) Where appropriate, the improvements required in the employee's conduct or performance;
  - c) Where appropriate, the period of time within which such improvements are to be made; and
  - d) Affirming that the effect of any further complaint would be that it would be treated as an allegation of gross misconduct
21. A copy of the written record will be given to the employee within 7 days of the conclusion of the investigation or hearing.
22. If a second formal warning is not issued, no record of the matter will be kept.

*Further action*

23. FFWs shall expire after one year. SFWs shall remain on file for five years before removal. After these times, any further complaints must be treated as a new complaint.
24. If conduct or performance fails to improve after a SFW, employees may be dismissed or be disciplined in some other way (such as transfer or demotion) pursuant to their employment contract.
25. If the employee is to be dismissed (ordinarily rather than for gross misconduct), the procedure set out in paragraphs 26 to 44 below will apply.

**Serious disciplinary matters and gross misconduct**

*Statutory discipline and dismissal procedure (gross misconduct)*

26. This procedure will be used if it is alleged that an employee has committed an act of gross (that is, serious) misconduct. Examples of alleged gross misconduct include, but are not limited to:
- Gross negligence;
  - Conviction for an offence which may be deemed to be such as to render the person unfit for the performance of his or her duties or for any employment at the Foundation;
  - Conduct of an immoral, scandalous, or disgraceful nature incompatible with the employee's employment duties;
  - Theft or misappropriation of - or serious damage to - Foundation property, or the property of any member, employee or visitor to the Foundation;
  - Forgery, fraud or deliberate falsification of records;
  - Threatening or using physical violence against any member or employee of the Foundation or any person legitimately present within the premises;
  - Willful and serious breach of duty regarding non-disclosure of confidential information;
  - Willful refusal to carry out the duties of the post or comply with the conditions of the position;
  - Serious insubordination or willful refusal to carry out an instruction;
  - Being unfit to perform duties as a result of unprescribed drugs or alcohol;
  - Serious bullying or harassment;
  - Serious infringement of health and safety rules;

- Serious breach of confidence;
- Any other act of serious misconduct.

#### *Suspension during investigation of a complaint*

27. The Chief Executive may suspend the employee with or without loss of remuneration and may exclude the employee from all or any part of the Foundation's premises whilst the matter is being investigated and pending a final decision. This should only be done with the approval of the Chair of Trustees.

#### *Investigation*

28. The Chief Executive will investigate the matter.

29. If the Chief Executive is satisfied that the employee has committed an alleged act of gross misconduct, they will write to the employee setting out the allegation(s) made against the employee, and requiring the employee to attend an interview with the Trustee Board or its designated Disciplinary Sub-Committee.

30. Any such hearing will be held, whenever possible, within 28 days of the letter being received. The employee will be reminded that they may be accompanied at the hearing by a colleague or friend.

#### *Disciplinary Sub-Committee*

31. The Disciplinary Sub-Committee will comprise a minimum of three people, at least two of whom will be Trustees.

32. It will be convened by the Chair of the Trustee Board.

#### *Hearings*

33. The hearing will be held in person. If all parties agree, the hearing may be held virtually by telephone or video conference.

34. The employee may bring a companion to the disciplinary hearing. Details of the companion must be provided to the Chair of the Disciplinary Sub-Committee at least 24 hours before the start of the meeting. Employees are allowed reasonable time off without loss of pay to act as a companion but are not obliged to do so.

35. A companion may make representations, ask questions, and sum up the employee's position, but will not be allowed to answer questions on their behalf. The employee may discuss relevant matters privately with their companion at any time during a meeting.

36. The employee and the Foundation should make representations in writing which, wherever possible, should be exchanged prior to the oral hearing.

37. A decision will be made by the Disciplinary Sub-Committee following an oral hearing from the employee and the Chief Executive.

38. The Chair of the Disciplinary Sub-Committee may set time-limits for each stage of the proceedings, including the meeting itself.

*Decision following a hearing*

39. Following the hearing, the Disciplinary Sub-Committee will consider the evidence and decide the outcome.
40. Where the Disciplinary Sub-Committee finds that:
- a) the employee has committed an action of gross misconduct; or
  - b) has already received a FFW and SFW, and then subsequently acted in such a way that their conduct would justify another formal warning;
- the appropriate course of action will usually be dismissal. However, the Sub-Committee shall not be limited to that penalty.
41. The Chair of the Disciplinary Sub-Committee will notify the employee of its decision and the action to be taken in writing within seven days of the end of the hearing.
42. The written decision will set out the findings of fact on which it is based, as well as the determination of the Sub-Committee. The Chair will advise the employee that they may appeal against the decision by following the procedure detailed in paragraphs 45 to 51 below.
43. The employee will be asked to sign and return a copy to acknowledge receipt of the written decision.

*Dismissal*

44. Where the outcome of disciplinary action is that an employee is dismissed, their employment will terminate forthwith. No notice or payment in lieu will normally be made.

**Appeals procedure**

45. Where an employee wishes to appeal against a disciplinary decision, including dismissal, they must do so by writing to the Chair of Trustees within 14 days of receiving the written decision.
46. The employee should set out the grounds of the appeal, and state whether the appeal is in respect of the whole, or part, of any finding of fact, decision, or penalty.
47. In the appeal proceedings, the employee will not be entitled, except with leave of the Appeal Sub-Committee, to rely on any grounds of appeal not specified in the notice of appeal.
48. An Appeal Sub-Committee shall be designated by Trustee Board and convened by the Chair of Trustees to hear the appeal. Those serving as members must have no conflict of interest in the appeal, be unbiased, and have the appropriate qualifications and experience to be able to evaluate the issues under investigation.
49. Where technical issues are involved at least one of the members will normally have the appropriate qualifications and/or experience. If it has not been possible to find such a



member with appropriate qualifications and experience to be a member of the Appeal Sub-Committee, the Appeal Sub-Committee may call an expert witness to assist it in the evaluation of the issues under investigation.

50. The Appeal Sub-Committee will meet within 14 days of its establishment to hear the appeal, or as soon as is reasonably practicable.
51. The rules of the procedure of the Appeal Sub-Committee shall follow the principles set out in paragraphs 33 to 43 above.

#### **Procedure for disciplinary action involving the Chief Executive**

52. If disciplinary action is being considered involving the Chief Executive, then the same procedure as set out above will apply, but the Chair of Trustees will appoint a member of the Trustee Board to carry out the role ascribed to the Chief Executive in those sections.
53. If the Chief Executive wishes to appeal a decision, the appeal process will be conducted in the same way as set out in the Appeals section above, with the Chair of Trustees convening the Appeal Sub-Committee.

## 1g. Financial Control and Anti-Bribery Policy

### Payments

1. As a general rule, all payments made by the Foundation will be double-checked and approved by the Chief Executive and a Trustee. In addition, a Trustee will carry out a periodic check (no less than once per year) on all payments not subject to dual authorisation, for example, those paid by direct debit or standing order (such as salaries, pensions, insurance, computer software and mobile phones).
2. The Chief Executive has a business bank card, which can be used to make payments online where a BACS payment is not possible. This should not be used for any payments relating to Chief Executive expenses (travel, accommodation etc) except in exceptional circumstances,
3. Cheques need to be signed by the Chief Executive and a trustee, although in practice the Foundation does not make payment by cheque.

### Expenses

4. Expenses for staff are claimed back using a standard form and approved by the Chief Executive.
5. All expense claims need receipts or other documentary evidence of payment.
6. All staff expense claims (including that of the Chief Executive) are double-checked and approved by the Chief Executive and a Trustee, and paid by BACS.
7. Expenses for travel by car will be paid at HMRC-approved rates.

### Anti-bribery

8. Staff and Trustees of the Foundation may not accept personal gifts or hospitality from suppliers, members or organisations the Foundation does business with, except in the following circumstances:
  - a) Staff and Trustees may accept hospitality in association with carrying out their duties (for example, a business meeting over a meal). Where the value of this hospitality is over £10, it should be registered on the gift register. The maximum value of this hospitality should not exceed £60 unless otherwise agreed with the Honorary Treasurer or Chair.
  - b) Staff and Trustees may accept gifts from overseas visitors up to the value of £60. Where the value of a gift is over £10, it should be registered on the gift register.
  - c) Staff and Trustees may accept gifts valued below £10.
  - d) Staff and Trustees may accept payment from other organisations that they might otherwise claim from the Foundation (for example, train tickets to visit a client's office).
9. Staff and Trustees should not offer gifts to suppliers, members or organisations the Foundation does business with, except in the following circumstances:

- a) Staff and Trustees may pay for hospitality (such as a meal or refreshments) in association with carrying out their duties (for example, a business meeting over a meal). Where the value of this hospitality is over £10, it should be registered on the gift register. The maximum value of this hospitality should not exceed £60 per person unless otherwise agreed, and should not exceed paying for 4 external people for every Foundation Staff member or Trustee.

## 1h: Acceptance of membership, sponsorship and donations policy

### Purpose and scope

1. The Foundation for Science and Technology is a UK charity. This policy relates to that part of the Foundation's income generated from:
  - a) Membership subscriptions
  - b) Sponsorship of events
  - c) Donations (from individuals and grants)
2. The Foundation relies on this income (which provides the overwhelming majority of the funds to carry out its mission), and therefore actively seeks to encourage membership, sponsorship and donations. The purpose of this policy is to define in what circumstances such membership, sponsorship or donations might not be accepted.

### Membership

3. Membership of the Foundation is limited to organisations. Membership is not open to individuals.
4. Such organisations can be public, private or third sector, civil or defence, and may be located inside or outside the UK. Membership fees are fixed by type and size of institution.
5. The Foundation will not accept as members organisations which:
  - a) Violate international conventions that bear on human rights;
  - b) Have missions counter to the aims and objectives of the Foundation; or
  - c) Have the potential to diminish the reputation of the Foundation.
6. The Chief Executive will make this determination. For potentially controversial decisions, s/he will seek agreement from the Chairman of the Foundation. If the Chairman advises, the advice of the whole Trustee Board will be sought.
7. Any controversial decisions, and their outcome, will be reported at the next meeting of the Trustee Board.
8. The Trustees reserve the right to rescind the membership of any organisation at any time. If this happens, the organisation's latest membership fees will be returned.

### Sponsorship

9. Sponsorship of events is limited to organisations. Sponsorship of events is not open to individuals.
10. Organisations provide sponsorship for Foundation events, in return for which, they gain several benefits. These will be set out in a sponsorship agreement between the Foundation and the organisation, but typically include:
  - a) Reference to their sponsorship by the Chairman, in the programme and on visual displays;
  - b) The ability to circulate material at the event, display banners etc;
  - c) VIP seats at events and on the speakers' table at dinner;
  - d) On occasions, the right to nominate no more than one of the speakers at an event.

11. Where possible, more than one sponsor will be sought for the same event.
12. The Foundation will not accept sponsorship from organisations which:
  - a) Violate international conventions that bear on human rights;
  - b) Have missions counter to the aims and objectives of the Foundation;
  - c) Have the potential to diminish the reputation of the Foundation; or
  - d) Are seeking a level of influence over an event that might call into question the neutral position taken by the Foundation.
13. The Chief Executive will make this determination. For potentially controversial decisions, s/he will seek agreement from the Chairman of the Foundation. If the Chairman advises, the advice of the whole Trustee Board will be sought.
14. Any sponsorship above the level of £10,000 for a single event will need to be agreed by either the Chairman or the Honorary Treasurer, and the Chief Executive will ensure that appropriate due diligence checks are carried out.
15. The Trustees reserve the right to decline sponsorship from any organisation and return their funding (either before or after the event in question).

## **Donations**

16. Donations are accepted from both organisations and individuals.
17. The Chief Executive will ensure that:
  - a) All gifts are correctly recorded and reported.
  - b) In the case of individuals, the Foundation maximises gifts income by asking the donor to complete a Gift Aid declaration.
18. The Foundation will not accept any gift which is deemed to have been funded through activities which:
  - a) Are unlawful;
  - b) Violate international conventions that bear on human rights;
  - c) Lead to a conflict of interest with the ethics and principles of the Foundation;
  - d) Require an action or actions on behalf of the Foundation or its staff which are deemed illegal;
  - e) Could constitute money laundering;
  - f) Harm the Foundation's reputation; or
  - g) Constitute any form of bribery, including any procurement contracts present or future.
19. For donations of £1,000 or less, the Chief Executive will carry out basic due diligence checks to ensure that the above criteria are met.
20. For donations between £1,001 and £10,000, the Chief Executive will carry out basic due diligence checks to ensure that the above criteria are met, and seek written approval from the Honorary Treasurer.
21. For donations above £10,000, the Chief Executive will carry out more substantial due diligence checks to ensure that the above criteria are met, and seek written approval from both the Honorary Treasurer and the Chairman.

22. For any donations which appear controversial, the Chief Executive will seek authorisation from the Chairman of the Foundation. If the Chairman advises, the advice of the whole Trustee Board will be sought.
23. Any donations above £10,000, plus any donations refused, will be reported at the next meeting of the Trustee Board.
24. The Trustees reserve the right to decline any donation at any time, and return the funding to the donor.

## 1i: Travel and Subsistence Policy

### Staff

1. Staff at the Foundation for Science and Technology are required to travel on journeys other than to and from the office as part of their work. The costs of that travel and associated expenses (such as hotel accommodations, car parking, meals etc) will usually be covered by the Foundation.

### Travel

2. Travel should usually be completed by public transport.
3. *Rail* – Second class travel should be purchased. Where reasonable, staff should purchase advance tickets to enable cost savings.
4. *Underground* – tickets will be reimbursed.
5. *Air* – Economy class tickets should be purchased.
6. *Taxis* – Taxis should only be used where journeys by public transport are impossible or impractical, for example when staff are travelling to events with significant amounts of event materials.
7. *Private vehicles* – Private vehicles may only be used where public transport is impossible or impractical. The Foundation will reimburse 45p per mile for the first 50 miles of any claim, and 25p per mile above that.

### Hotels, meals, sundry costs

8. Hotel accommodation will be reimbursed up to £100 per night (£150 in London). Meals and reasonable sundry costs will be reimbursed on production of receipts. Alcohol will not normally be reimbursed.

### Trustees

9. Trustees may claim travel and subsistence costs under the same terms as above in the pursuit of their duties as trustees. This will mainly be for attendance at Trustee Board meetings, but there are other cases (for example the Chair of Trustees' travel costs to chair a Foundation meeting outside of London).

### Speakers

10. The Foundation, at the discretion of the Chief Executive, may agree to reimburse travel and subsistence expenditure for speakers at Foundation events.

## 1j: Mobile Phone Policy

1. Any mobile phone issued to staff remains the property of the Foundation at all times.
2. Staff issued with a phone are expected to carry and use it for work purposes, in preference to using personal mobiles for work. They are expected to take reasonable care to look after the phone.
3. Staff should make use of Wi-Fi wherever possible when downloading material.
4. The phone will be provided with a monthly cap on data usage. Above this cap, there will be no further data allowance unless separately agreed with the Chief Executive (or in the case of a phone issued to the Chief Executive, with the Treasurer). This allowance will be reviewed periodically.
5. In general, there will be no monthly cap on text messages (when in the UK) or UK calls (except to specific premium numbers).
6. Limited private use of the phone is acceptable, including downloading apps. It is expected that most private use of the phone involving data downloading will use Wi-Fi. Excessive private use of the phone may lead to the right to use it being withdrawn.
7. The phone may not be used to make any payments (for example, donations to charities, in-app purchases) where the cost would be charged to the mobile phone bill. Payments (for both work and private purposes) may be made where the costs are charged separately, such as to a debit/credit card.
8. The phone may not be used for accessing inappropriate content online. Such content includes:
  - material that is sexist, racist, homophobic, xenophobic, pornographic, paedophilic or similarly discriminatory and/or offensive;
  - offensive, obscene, derogatory or criminal material or material;
  - material in breach of copyright and/or other intellectual property rights;
  - online gambling.



## 1k: Laptop Allocation Policy

1. Any laptop issued to staff remains the property of the Foundation at all times. It must be returned if a member of staff leaves the Foundation, or at the request of the manager of the relevant staff member.
2. Staff issued with a laptop are expected to use it for work purposes, in preference to using their own personal computers.
3. The laptop may be used at home, in the office or elsewhere (for example, in transport). Staff issued with a laptop are expected to take reasonable care to look after the laptop.
4. If staff use both a work laptop and another home computer for work purposes, they are responsible for ensuring that the accounts are synchronized.
5. Work documents may be stored temporarily on the hard drive of the laptop for work purposes, but the primary storage for all documents remains the shared folders in cloud storage.
6. Private use of the laptop is acceptable, including downloading apps and programmes, payments using private credit cards, and storage of documents, providing that private downloads are not so large that they reduce the performance of core work-related programmes.
7. The laptop may not be used for accessing inappropriate content online. Such content includes:
  - material that is sexist, racist, homophobic, xenophobic, pornographic, paedophilic or similarly discriminatory and/or offensive;
  - offensive, obscene, derogatory or criminal material or material;
  - material in breach of copyright and/or other intellectual property rights;
  - online gambling.

## 2. Family policies

### Purpose and scope of policies

1. The Foundation recognises and respects the rights of employees to take time away from work in connection with maternity and childbirth, paternity, adoption, shared parental leave and the need to care for dependants.
2. These policies cover the following types of family related leave:
  - a) Maternity leave
  - b) Paternity leave
  - c) Adoption leave
  - d) Shared parental leave
  - e) Parental leave
3. The purpose of these policies are to ensure that staff and managers are clear about entitlements to family leave, the process that should be followed for arranging leave, and the terms that apply during and after family leave.
4. No one will be subjected to a detriment for exercising their right to take leave in accordance with these policies or for seeking to do so.
5. These policies are intended to summarise your statutory rights. If there is a contradiction between these policies and the statutory family leave entitlements that apply at any time, this policy shall be deemed to be amended, as necessary, to comply with legislative requirements.
6. This is a statement of policy only and does not form part of your contract of employment. We may amend this policy at any time, at our discretion.

### Definitions

7. In these policies we will use the following definitions:
  - **Expected Week of Childbirth ('EWC'):** the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
  - **Partner:** someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
  - **Qualifying Week:** the 15th week before the Expected Week of Childbirth.

## 2a: Maternity Policy

### What is maternity leave and who is eligible to take it?

1. Maternity leave is the right for qualifying employees to take up to 52 weeks of leave in connection with their pregnancy and/or birth of their child. Pregnant employees also have the right to time off work for antenatal appointments.
2. To be eligible for maternity leave you must:
  - a) be an employee (not a contractor or consultant);
  - b) be pregnant at the Qualifying Week; and
  - c) in general, comply with the notification requirements set out in this policy.
3. The right to take maternity leave is not dependent on your length of service, but to qualify for statutory maternity pay, you must have at least 26 weeks of service at the Qualifying Week.
4. You may be eligible to take shared parental leave instead of your full entitlement of maternity leave. For details about shared parental leave, see the [Shared Parental Leave Policy](#).

### Giving notice of your pregnancy

5. In all cases, we request that you tell us that you are pregnant as soon as possible so that we can ensure we comply with any health and safety requirements.
6. You must tell us before the end of the Qualifying Week, or as soon as reasonably practical afterwards, that you are pregnant, the dates of your EWC, and when you would like your maternity leave to start.
7. You must also confirm your EWC by providing us with a certificate from a doctor or midwife (this will usually be on a MAT B1 form).

### Antenatal appointments

8. During pregnancy, you may take time off from work to attend antenatal appointments and classes. You will be paid as normal. Please give us as much notice as you can of your intention to take time off for appointments and classes. If you haven't already given us a certificate of your pregnancy from your midwife, doctor or health visitor, we will ask you to provide this and an appointment card for the class, except for the first appointment.

### Health and safety during your pregnancy

9. As well as our normal health and safety duties to all our staff, we will assess workplace risks specific to pregnant women and those who have recently become mothers and/or are breastfeeding.
10. When you tell us that you are pregnant, we will inform you of any relevant risks that we have identified, along with the measures that you and we must take to help protect against those risks. In some cases, we may need to take steps to protect you and/or your child against health hazards. Those steps may include:
  - changing your working arrangements;

- offering you suitable alternative work, on terms and conditions that are the same or not substantially less favourable; or
- suspending you from duties on full pay (or if you have unreasonably refused suitable alternative work, without pay).

## **Sickness**

11. If you are absent from work because of pregnancy-related sickness, then your entitlement to payment will be as for any other period of sickness absence and subject to the same limits and conditions, as set out in the [Sickness Policy](#). Payment in excess of the normal rules is at our discretion.
12. Pregnancy-related sickness absence will not be taken into account for the purpose of any employment decisions to which sickness absence is relevant.
13. During the 4 weeks immediately before your EWC, any sickness absence will normally automatically trigger the start of your maternity leave.

## **Starting maternity leave**

14. As noted above, you must formally notify us of the date on which you want to start maternity leave before the end of the Qualifying Week.
15. Your maternity leave cannot start earlier than 11 weeks before the EWC (unless you give birth prematurely before then).
16. Within 28 days of receiving your notification, we will confirm to you in writing the last date by which you must return from maternity leave.
17. You can change the start date for your maternity leave by giving us written notice. You must give the notice at least 28 days before the earlier of:
  - a) the new start date, or
  - b) the original start date.
18. If it is not possible to give that much notice then you must notify us as soon as reasonably practicable.
19. Your maternity leave will start on the date notified to us in accordance with this policy unless:
  - a) You give birth before then. In this case, your leave will start on the day after the birth and you must give us written notice of the date of birth as soon as possible; or
  - b) You are absent from work for a pregnancy-related reason during the 4 weeks immediately before the EWC. In this case you must tell us as soon as possible in writing, and leave will start on the day following the first day of that absence unless we agree otherwise.
20. You may not work during the 2 weeks immediately after giving birth, by law, so your maternity leave period must include these 2 weeks.

21. Near the time when your leave is due to start, we will discuss the arrangements for your maternity cover and the arrangements for keeping in touch with us during your leave, if you wish to do so.
22. During your leave, you will continue to receive certain internal communications like job vacancies, social events, training and similar news unless you tell us that you would prefer not to receive these.

### **Maternity pay**

23. During your maternity leave, you will be entitled to receive statutory maternity pay ('SMP') for up to 39 weeks. To qualify, you must:
  - a) Still be employed and have at least 26 weeks of continuous employment at the end of the Qualifying Week;
  - b) Provide us with a doctor's or midwife's certificate (MAT B1 form) confirming the date of your EWC;
  - c) Have average earnings during the 8 weeks ending with the Qualifying Week (the 'Relevant Period') of at least the lower earnings limit set by the Government; and
  - d) Notify us of your intention to take maternity leave at least 28 days in advance or, if that is not possible, give us as much notice as you can.
24. During the first 6 weeks of your maternity leave, SMP is paid at 90% of your average weekly earnings calculated over the Relevant Period. After that, it is paid at a statutory rate set annually by the Government for up to a further 33 weeks.
25. If you are due a pay rise during your maternity leave then this will be deemed to have applied during the Relevant Period, which will have the effect of retrospectively increasing your entitlement to SMP for the first 6 weeks of your maternity leave. If you have already received your SMP for that 6 weeks then we will pay you the difference in a lump sum. Otherwise, we will pay your SMP through normal payroll, less tax, National Insurance and any other lawful deductions.
26. SMP will stop being payable if you return to work (except where you are simply keeping in touch as described in the 'During maternity leave' section below).
27. If you leave employment after the start of the Qualifying Week you will still be eligible for SMP from the later of:
  - a) the week following your final week of employment; or
  - b) the 11th week before the EWC.

### **During maternity leave**

28. While you are on maternity leave, your normal terms of employment will continue to apply except for your entitlement to pay. In particular, benefits in kind shall continue and you will continue to accrue holiday.
29. The effect of your maternity leave on your pension arrangements depends on the type of scheme in which you are participating and the terms of your participation. For further information on this, speak to the Chief Executive.

30. Although we will respect your absence during your maternity leave, we may need to make contact with you from time to time. In particular, we will make contact shortly before your maternity leave ends to arrange a discussion with you about your return to work including any training needs, proposed changes to your working arrangements or just to update you on developments in your absence. If you have any concerns regarding this, you should speak with the Chief Executive.

### **Keeping in Touch days**

31. In addition to the circumstances described in the 'During maternity leave' section, you may also attend work for training or other reasons during your maternity leave for up to 10 days by prior agreement with us. These are known as 'Keeping-in-Touch Days' or 'KIT Days'. You are under no obligation to do this. Attending work on this basis will not end your maternity leave or your entitlement to maternity pay.
32. A KIT Day does not necessarily mean a full or standard work shift of normal duration but can be any length of time (for example, a half-day or a partial day).
33. You will be paid at your normal basic rate of pay for time spent working on a KIT Day and this will be inclusive of any maternity pay entitlement.
34. We affirm that we will not force you to use any KIT Days. You may freely and without penalty turn down any request we may make for you to attend the workplace for a KIT Day. Similarly, we may also freely reject any request that you make to use a KIT Day.
35. If you would like to discuss this option further, you should speak with the Chief Executive.

### **Expected return date**

36. As noted above, we will confirm the date on which you are expected to return to work after maternity leave within 28 days of you notifying us of your pregnancy and your maternity leave start date.
37. If your maternity leave start date changes for any reason then we will confirm the revised return to work date to you within 28 days of the start of your maternity leave.
38. If you plan to come back to work on your return to work date, you are not obliged to do anything further. However, we would be grateful if you would help us plan ahead by confirming that you will return as expected during your maternity leave.

### **Returning earlier than expected return to work date.**

39. If you wish to return to work earlier than your expected return to work date, you must give us at least 8 weeks' notice of the new date in writing. If you don't give us 8 weeks' notice then we may postpone your return until 8 weeks from the date of your notice, or the date that you were originally expected to return – whichever is sooner.

### **Returning later than expected return to work date.**

40. If you wish to return later than your expected return to work date then you should either:
- a) request parental leave, in accordance with the [Parental Leave Policy](#); or

b) request to take holiday in accordance with your contract.

41. If sickness absence prevents you from returning on the planned date then the normal rules relating to sickness absence will apply.
42. In any other case, late return will be treated as unauthorised absence.
43. If you decide not to return to work at all then you must give notice of resignation in accordance with your employment contract. If your maternity leave is due to end during your notice period, then you may be required to return to work until your notice period expires.

### **When you return to work**

44. In general, you will return to work in the same job and on the same terms as if you had not been absent. However, in some cases where you have taken more than 6 months' leave, or any period of parental leave in conjunction with your maternity leave, then we may offer you another suitable role, on terms and conditions that are not less favourable than those that applied before your leave.
45. If you wish to change your working patterns when you return to work then you should make a request for flexible working in line with the [Flexible Working Policy](#). Flexible working requests take time to deal with so it's important that you make your request as soon as possible, otherwise, you may have to return to work on the basis of your prior working patterns until the process of dealing with the request has finished.

### **Rights to leave on adoption**

46. Certain employees can take adoption leave, paternity leave or shared parental leave in relation to the adoption of a child. Further details are set out in the [Adoption leave policy](#).

## 2b: Paternity Policy

### What is paternity leave and who is eligible to take it?

1. Paternity leave is the right for qualifying employees to take up to 2 weeks' paternity leave in connection with the birth of their child, or a child for whom they have responsibility.
2. Paternity leave is available to qualifying employees, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:
  - a) On the birth of a child, where either:
    - (i) you are the biological father and expect to have some responsibility for the child's upbringing; or
    - (ii) you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
  - b) On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
  - c) Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
  - d) Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
3. To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth ('EWC') or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
4. You may also be eligible to take shared parental leave in line with our [Shared Parental Leave Policy](#).

### Timing and length of paternity leave

5. Paternity leave must be taken as a period of either 1 week or 2 consecutive weeks. It cannot be taken in instalments.
6. Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 56 days (8 weeks) of birth or placement, or within 56 days of the first day of the EWC (if the child was born early).

### Giving notice of your intention to take paternity leave

7. To take paternity leave you must give us written notice by:
  - a) The end of the 15th week before the EWC; or
  - b) No more than 7 days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can.
8. Your written notice must include:
  - a) The EWC;
  - b) The date you would like your leave to start (which may be a specified date after the start of the EWC, the actual date of birth or a specified number of days after birth); and



- c) Whether you intend to take 1 week or 2 weeks' leave.
9. We may require a signed declaration from you that you are taking paternity leave to care for the child, or to support the child's other parent in caring for the child.

### **Changing or cancelling paternity leave**

10. You may vary the start date of your paternity leave by giving notice to your line manager as follows:
- a) If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter - at least 28 days' notice before the first day of the EWC.
  - b) If you wish to start your leave on a specified number of days after the child's birth or placement - at least 28 days (minus the specified number of days) before the first day of the EWC.
  - c) If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.
11. If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

### **Statutory paternity pay**

12. To qualify for Statutory Paternity Pay ('SPP'), you must have been employed with us for at least 26 continuous weeks before:
- a) the 15th week before the baby is due; or
  - b) the end of the week the adoption agency matched you with a child.
13. If you take paternity leave in accordance with this policy, you will be entitled to SPP if your average weekly earnings are not less than the lower earnings limit set by the Government.
14. SPP is paid at a prescribed rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the relevant period if this is lower. For details of the current prescribed rate, please contact your line manager or the Chief Executive.

### **During paternity leave**

15. While you are on paternity leave, your normal terms of employment will continue to apply except for your entitlement to pay. In particular, benefits in kind shall continue and you will continue to accrue holiday.
16. The effect of your paternity leave on your pension arrangements depends on the type of scheme in which you are participating and the terms of your participation. For further information on this, speak to the Chief Executive.
17. Although we will respect your absence during your paternity leave, we may need to make contact with you from time to time.

### **When you return to work**

18. In general, you will return to work in the same job and on the same terms as if you had not been absent. However, in some cases where you have taken any period of parental leave (in accordance with the [Parental Leave Policy](#)) in conjunction with your paternity leave then we may offer you another suitable role, on terms and conditions that are not less favourable than those that applied before your leave.
19. If you wish to change your working patterns when you return to work then you should make a request for flexible working in line with the [Flexible Working Policy](#). Flexible working requests take time to deal with, so it's important that you make your request as soon as possible, otherwise, you may have to return to work on the basis of your prior working patterns until the process of dealing with the request has finished.

### **Rights to adoption leave**

20. Certain employees can take adoption leave, paternity leave or shared parental leave in relation to the adoption of a child. Further details are set out in the [Adoption leave policy](#).

## 2c: Adoption Leave Policy

### Purpose and scope

1. This policy sets out the arrangements for adoption leave and pay for employees who are:
  - a) Adopting a child through a UK adoption agency.
  - b) Fostering a child with a view to possible adoption.
  - c) Having a child through a surrogate mother.
2. Adoptions from overseas are not dealt with in this policy. For further information and guidance on this, please contact the Chief Executive.
3. This policy only applies to employees. It does not apply to agency workers or self-employed contractors.

### Entitlement to adoption leave

4. In an adoption case or a fostering for adoption case, you are entitled to adoption leave if **all** the following conditions are met:
  - a) You have told the agency or local authority that you agree to the placement;
  - b) The adoption agency or local authority has given you written notice that it has matched you with a child, and tells you the expected placement date; and
  - c) You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
5. In a surrogacy case, you are entitled to adoption leave if all of the following conditions are met:
  - a) A surrogate mother gives birth to a child, who may or may not be biologically the child of either you, or your spouse or partner (or both of you); and
  - b) You expect to be given parental responsibility under a parental order from the court. The child must live with you and you must apply for the parental order within 6 months of birth. Or, you and your surrogate mother have made arrangements for you to be given parental responsibility under an adoption order.
6. Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you may be entitled to another form of leave. In some cases, you may also qualify for shared parental leave.
7. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave ('OAL') and 26 weeks' Additional Adoption Leave ('AAL').

### Notification requirements

8. In an adoption or fostering for adoption case, you must tell us in writing of the expected placement date, and your intended start date for adoption leave. You must give this information no more than 7 days after the agency or local authority notifies you in writing that it has matched you with a child, or if that is not reasonably practicable, as soon as you can.
9. Once you receive the matching certificate from the agency or local authority, you must provide us with a copy.

10. In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth ('EWC'). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as you can. You must also complete a declaration confirming your entitlement, a copy of which can be obtained from your line manager. When the child is born you must tell us the date of birth.
11. We will write to you within 28 days of receiving your notification to confirm your expected return date, assuming you take your full entitlement to adoption leave.

### **Time off for adoption appointments**

12. If you are adopting a child as a single parent or as the primary adopter, you are entitled to take paid time off to attend up to 5 adoption appointments arranged by the adoption agency.
13. In cases where you are adopting jointly with another person, you will need to inform us who is the primary adopter. If you are not the primary adopter, you will only be entitled to take unpaid time off to attend up to 5 adoption appointments.
14. You can have up to a maximum of 6.5 hours to attend each adoption appointment.
15. In order to take time off for adoption appointments, you must provide evidence of the appointment, such as a document (email is acceptable) showing the date and time of the appointment and that it has been arranged by the adoption agency.
16. In all other circumstances, please speak to your line manager to discuss time off for adoption appointments.

### **Starting adoption leave**

17. In an adoption or fostering for adoption case, adoption leave may start on a date of your choosing no more than 14 days before the expected placement date, or on the date of placement itself, but no later.
18. If you want to change your intended start date, please tell us in writing. You should give as much notice as you can, but wherever possible you must tell us at least 28 days before the original intended start date (or the new start date if you are bringing the date forward). We will write to you within 28 days to tell you your new expected return date.
19. In a surrogacy case, adoption leave will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

### **Adoption pay**

21. Statutory Adoption Pay ('SAP') is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us ending with the Qualifying Week (the week in which the adoption agency or local authority notified you of a match, or the 15th week before the EWC) and your average earnings are not less than the lower earnings limit set by the government each tax year.

22. The first 6 weeks' SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

### **During adoption leave**

23. While you are on adoption leave, your normal terms of employment will continue to apply except for your entitlement to pay.
24. Annual leave entitlement will continue to accrue at the rate provided under your contract. If you are unable to take all of your statutory annual leave entitlement for a leave year within that leave year due to taking adoption leave, you can carry over your remaining statutory annual leave entitlement into the following leave year. Carryover of any enhanced (i.e. contractual) annual leave entitlements will be in accordance with your employment contract of employment and the [Annual Leave Policy](#), if applicable. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.
25. If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

### **Keeping in Touch**

26. Although we will respect your absence during your adoption leave, we may need to make contact with you from time to time. This may include contacting you to discuss arrangements for your return to work.
27. You may also attend work for training or other reasons during your maternity leave for up to 10 days by prior agreement with us. These are known as 'Keeping-in-Touch Days' or 'KIT Days'. You are under no obligation to do this. Attending work on this basis will not end your adoption leave or your entitlement to adoption pay.
28. A KIT Day does not necessarily mean a full or standard work shift of normal duration but can be any length of time (for example, a half-day or a partial day).
29. You will be paid at your normal basic rate of pay for time spent working on a KIT Day and this will be inclusive of any adoption pay entitlement.
30. We affirm that we will not force you to use any KIT Days. You may freely and without penalty turn down any request we may make for you to attend the workplace for a KIT Day. Similarly, we may also freely reject any request that you make to use a KIT Day.

### **Returning to work**

31. You must return to work on your expected return date unless you tell us otherwise. If you wish to return to work early, you need not provide notice. You may be able to return later than the expected return date if you request annual leave or parental leave in accordance with the relevant policies, which will be at our discretion.

32. You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken additional adoption leave (or have combined your adoption leave with more than 4 weeks of parental leave) and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
33. If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our [1d: Flexible Working Policy](#). It is helpful if such requests are made as early as possible.
34. If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## 2d: Shared Parental Leave ('SPL') Policy

### What is SPL and who qualifies for this?

1. SPL offers parents the flexibility to choose how to share the care of their child during the 12 months following a child's birth, giving qualifying employees up to 50 weeks SPL during those twelve months.
2. A mother can start SPL after the first 2 weeks following childbirth. The father/partner can take SPL immediately after the child's birth, but may wish to exhaust paternity leave and pay entitlements first, as these rights are lost if any SPL or Shared Parental Pay (ShPP) is taken first.
3. The number of SPL weeks is calculated by looking at how many weeks the mother has reduced their maximum 52-week maternity leave entitlement by. For the same number of weeks of the reduction, the mother and/or their partner may opt-in and take those weeks as SPL. A mother can reduce their entitlement to maternity leave by returning to work before the 52 weeks has been taken, or by giving notice that their leave will end on a set future date.
4. If a mother gives notice of maternity leave ending on a set date before the maximum entitlement, the mother's partner can take leave while the mother is still on maternity leave and/or receiving maternity pay.
5. Only the mother and either the father of the child or the partner of the child's mother can qualify for SPL. Both parents must share the main responsibility of childcare at the time of birth and:
  - a) the mother must be entitled to statutory maternity leave, or statutory maternity pay, or maternity allowance, and have ended or given notice to reduce maternity entitlements;
  - b) you must still be working for us at the start of each period of SPL;
  - c) you must have a minimum of 26 weeks' service at the end of the 15th week before the child's EWC.
  - d) your partner must meet the 'employment and earnings test'. This means that they must have worked for at least 26 weeks and earned an average of at least £30 a week in any 13 of those weeks in the 66 weeks immediately before the child's expected due date; and
  - e) you must correctly notify us of your entitlement and provide evidence as required.

### Notification of SPL and ShPP

6. You must notify us of your entitlement to SPL and ShPP and book any SPL by giving us notice. You can do both of these things at the same time but you must do both at least eight weeks before you take SPL.
7. You should tell the Chef Executive as early as possible, so that we can best support the requests you make.
8. If you formally notify us that you are entitled to SPL, we may meet with you informally to discuss this, if we have not already.

9. Whether or not you have had an informal discussion to notify us of your entitlement to SPL, you must write to your manager at least 8 weeks before the SPL start date stating:
  - a) Your name;
  - b) The name of the other parent;
  - c) The start and end dates of any maternity leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
  - d) The date on which the child is expected to be born and the actual date of birth;
  - e) The amount of SPL you and your partner each intend to take (SPL can only be taken in complete week blocks, but can start on any day of the week); and
  - f) A non-binding indication of when you expect to take the leave.
10. You must provide us with a signed declaration stating that:
  - a) You meet, or will meet, the conditions to take SPL;
  - b) All of the information you have given is correct, full and accurate;
  - c) If you are not the mother of the child, that you are the father of the child or partner of the mother of the child; and
  - d) If for any reason you become ineligible for SPL, you will immediately inform us.
11. You must provide a signed declaration from your partner stating:
  - a) Their name, address and national insurance number (or confirmation they do not have a national insurance number);
  - b) That they are the mother, father or partner of the mother of the child;
  - c) That they satisfy the employment and earnings test above, and shared parental responsibility with you at the date of the child's birth;
  - d) That they consent to the amount of SPL you are requesting to take;
  - e) That they consent to us processing the information in the declaration form; and
  - f) If they are the mother, that they will inform us immediately if they are no longer eligible.
12. We may require further evidence of your eligibility within 14 days of your request. You will need to provide this to us within 14 days of our request. This further evidence might be:
  - a) Your partner's name and their employer's business address, or your partner's details if they are no longer employed; and/or
  - b) A copy of the child's birth certificate.
13. If we have reasonable suspicion that fraudulent information has been provided, or have been informed by HMRC that a fraudulent claim has been made, we will investigate this and start our disciplinary procedure as we deem necessary.

### **Booking SPL**

14. To book SPL, you must provide notice of SPL, and notification of entitlement to the Chief Executive. You should make sure there is at least 8 weeks between your booking notice and the start of SPL.
15. You are entitled to a maximum of three requests to book or vary SPL. You may book a continuous block of SPL, provided you satisfy the requirements in this policy and have provided us with the evidence requested. We will confirm our acceptance of your request within 14 days.
16. You can book two or three blocks of discontinuous leave and work in between, provided you have agreement from us to do this on the dates you request. If you have notified us you wish



to take discontinuous leave, and this does not require further discussion, we will confirm agreement to your SPL within 14 days of receiving your request.

17. If further discussion is required, we will usually contact you in writing within 14 days to arrange a meeting. The purpose of the meeting will be to discuss what will happen in your absence and how we can meet your discontinuous SPL request or - if we cannot meet your request - discuss whether we can agree a different pattern of leave.
18. We will give you at least two days' notice of the meeting. You can be accompanied at the meeting by a colleague or other supporter if you wish.
19. All discontinuous leave notifications will be considered carefully on their individual merits. We will consider the benefits to you and impacts on the business before making a decision to grant or refuse the leave.
20. No decision made about one employee's discontinuous SPL shall impact another employee's request.
21. If we refuse your discontinuous leave request, you have the right to withdraw your notification within 15 days of giving it, or to take SPL in a continuous block.
22. You can vary or cancel agreed and booked SPL, provided that you give us at least 8 weeks' written notice before the date your leave was supposed to start, and give us 8 weeks' notice of the new start date for your SPL.
23. If you need to vary your SPL because of a child being born early, or because you agree to a request from us to vary it, this will not reduce the number of new notifications you have the right to make.

### **Shared Parental Pay ('ShPP')**

24. If eligible you may be entitled to take up to 37 weeks' ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother reduces their maternity pay period or maternity allowance period. ShPP may be payable during some, or all, of SPL depending on the length and timing of SPL.
25. If you are eligible, you will receive statutory ShPP at the rate set by the government for the relevant tax year.
26. To receive ShPP, you must qualify for SPL and satisfy the following criteria:
  - a) The mother must be/have been entitled to statutory maternity pay or maternity allowance and must have reduced their maternity pay period or maternity allowance period;
  - b) You must intend to care for the child during the week in which ShPP is payable;
  - c) You must have an average weekly earnings that are not less than the lower earnings limit in force for national insurance contributions for the period of 8 weeks leading up to, and including, the 15th week before the child's expected due date;
  - d) You must remain in continuous employment until the first week of ShPP has begun; and
  - e) You must give proper notification as stated in this policy.

27. You must give the Chief Executive at least 8 weeks written notice of your entitlement to ShPP. Where possible this notice should be given as part of your notice of entitlement to take SPL.
28. Your notice of entitlement to ShPP must also include:
- a) The start and end dates of any maternity pay or maternity allowance;
  - b) The total amount of ShPP available;
  - c) The amount of ShPP you and your partner each intend to claim;
  - d) A non-binding idea of when you expect to claim ShPP; and
  - e) Your signed declaration that the information you have given is correct, that you meet - or will meet - the criteria for ShPP and that you will immediately inform us should you become ineligible.
29. Your partner must sign a declaration to go with your notice of entitlement to ShPP. This declaration must include:
- a) Their agreement to you claiming ShPP, and for us to process any ShPP payments to you;
  - b) Where the partner is the mother, that they have reduced their maternity pay or maternity allowance; and
  - c) Where the partner is the mother, that they will immediately inform you should they become ineligible.

#### **Terms and conditions during SPL**

30. During SPL, your employment contract continues as usual and you are entitled to receive all your contractual benefits, except for salary.
31. SPL is in addition to your annual leave entitlement. Annual leave should be taken in the year that it is accrued wherever possible. Your line manager will discuss with you when annual leave is best taken around your SPL.
32. Pension contributions will continue to be made during the time you receive ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while our contributions will be based on the salary that you would have received had you not been taking SPL.

#### **Contact during SPL**

33. Before your SPL begins, we will discuss means of keeping in touch during your leave. Although we will respect your absence during your leave, we may need to make contact with you from time to time. This may include contacting you to discuss arrangements for your return to work.
34. You can agree to work for us for up to 20 days during SPL without bringing your SPL to an end or affecting your right to claim ShPP. These days are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day, or part of a day, counts as a day's work under this policy.
35. You are not obliged to carry out any work, and we are not obliged to offer you any work, during your SPL. Any work undertaken must be agreed between us. If you work a SPLIT day you will receive full pay for any day worked. If you are receiving ShPP at the time, this will be 'topped up' by your usual pay. You do not gain extra SPL by working a SPLIT day.

## Returning to work after SPL

36. You will be informed in writing of the end date of your SPL. If you cannot return to work on the agreed date, you should notify us of this in advance. If you cannot work due to sickness or injury, our [a: Sickness Policy](#) will apply.
37. If you wish to return to work earlier than your expected return date, you may vary your leave by giving us at least 8 weeks' written notice of your new return date. This will count as one of your notifications. If you have already used your three notifications to book and/or vary leave, then we do not have to accept the notice to return early.
38. On returning to work after SPL, you are entitled to return to the same job if your total statutory maternity/paternity leave and SPL amounts to 26 weeks or less and you will return to the same job on the same terms and conditions, as if you had not been absent.
39. If your maternity/paternity leave and SPL amounts to 26 weeks or more in total, you have the right to return to the same job, or, if this is not reasonably practicable, to a suitable and appropriate job on terms and conditions no less favourable.
40. If you also take a period of unpaid parental leave of four weeks or less, this will have no effect on your right to return to the same job if the total weeks of maternity/paternity and SPL do not exceed 26 weeks.
41. If a parent takes five weeks of unpaid parental leave, even if the total number of weeks taken on maternity/paternity and SPL does not exceed 26 weeks, you will be entitled to return to the same job, or, if this is not reasonably practicable, to another suitable and appropriate job on terms and conditions no less favourable.
42. If your situation changes before or during SPL, or you have any questions about anything relating to this policy, you should contact the Chief Executive.

## Data protection

43. The Foundation processes personal data collected when managing your shared parental leave in accordance with the [Data Protection Policy](#).
44. Data collected as part of the SPL procedure, and from the point at which you inform us that you plan to take shared parental leave, is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to shared parental leave requests and managing shared parental leave.
45. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the [a: Data Protection and Data Security policy](#) immediately. It may also constitute a disciplinary offence, which will be dealt with under the [Disciplinary policy and procedure](#).

## 2e: Time Off for Dependents Policy

### Purpose and scope

1. The Foundation is committed to, when appropriate, helping our employees to support their dependents in the event of an emergency. We recognise that this may sometimes involve supporting you to take time off work to help their dependents.
2. This policy sets out your entitlement to time off to help dependents in the event of an emergency, and explains the procedures for requesting this time off.
3. This policy applies to employees including:
  - a) Agency workers.
  - b) Interns.
  - c) Casual workers.
4. The Foundation will ensure that employees are not subject to any detriment due to their requesting and taking time off for dependents. This includes, but is not limited to:
  - a) Not unfairly refusing to allow an employee to take time off for dependents when it is requested.
  - b) Not dismissing an employee or selecting them for redundancy because they asked for and/or took time off for dependents.
  - c) Not denying employees access to benefits (such as training or promotions) because they asked for and/or took time off for dependents.
  - d) Employees will always, including when requesting or taking time off for dependents, be treated fairly and in accordance with equal opportunities and anti-discrimination laws. Additionally, employees will always be treated in line with our [Equality, diversity and inclusion policy](#).
5. We may amend this policy at any time at our discretion.

### Application and definitions

6. For the purposes of this policy, a 'dependent' is anybody who is the employee's:
  - a) Spouse or civil partner;
  - b) Child;
  - c) Parent;
  - d) Somebody who lives in the same household as the employee, excluding tenants, lodgers, boarders, or people employed by the employee;
  - e) Somebody else who reasonably relies on the employee for assistance or to make arrangements if they become ill, give birth, or are injured or assaulted. This applies only when the relevant emergency involves one of these situations (that is, when the dependent is ill, giving birth, injured or assaulted). Dependents in this category could include, for example, an elderly neighbour or a relative who doesn't live with the employee; or
  - f) Somebody else who relies on the employee to make care arrangements for them. This only applies when the relevant emergency involves an unexpected interruption to this person's care arrangements. Dependents in this category could include, for example, an elderly neighbour or a relative with a disability.

7. For the purposes of this policy, an 'emergency' is any situation which reasonably requires the employee to:
  - a) Assist or arrange care for a dependent who has become ill (including psychological illness). This includes situations where the defendant has an existing medical condition which has gotten worse;
  - b) Assist or arrange care for a dependent who has become injured (including psychological injury). This includes situations where the dependent has an existing injury which has gotten worse;
  - c) Assist or arrange care for a dependent who has been assaulted. This includes situations where the defendant has not been physically injured during the assault;
  - d) Assist a defendant who is unexpectedly giving birth (for example, if they have gone into labour early);
  - e) Deal with the death of a dependent;
  - f) Deal with an unexpected interruption to a dependent's care arrangements (for example, a child or elderly relative); or
  - g) Deal with an unexpected incident involving a dependent child, which has occurred during school hours (that is, when a school or other educational establishment is responsible for them). This could include, for example, your child being suspended or being injured whilst on a school trip.
8. An emergency need not have occurred suddenly. For example, if an employee knew that their dependent's care arrangements were going to be interrupted in a week and they attempted but failed to make alternative arrangements within this week, it may still be necessary for the employee to take time off at the end of this week to make arrangements and so this could constitute an emergency.

#### **Entitlement to time off for dependents**

9. You are entitled to take a reasonable amount of time off work when it is necessary to enable you to take action to assist a dependent with an unexpected or sudden emergency.
10. When deciding whether it is 'necessary' for you to have to time off for dependents, we and you must consider:
  - a) The nature of the incident;
  - b) The relationship between you and the dependent; and
  - c) Whether, and to what extent, anybody else is available to assist.
11. The entitlement to time off for dependents is limited to:
  - a) When dealing with a general emergency:
    - (i) Providing necessary immediate assistance (for example, picking up a child from school or going to a hospital to support an injured spouse).
    - (ii) Making arrangements for the dependent's care beyond the period of immediate assistance. It does not include you providing this longer-term assistance yourself (for example, it covers arranging a carer; it does not cover becoming a long-term carer).
  - b) When dealing with the death of a dependent:
    - (i) Dealing with specific aspects of the death such as arranging a funeral and informing family members.
    - (ii) It does not include taking longer bereavement leave. Parental bereavement leave may be available (see the section below entitled 'Time off for dependants and parental bereavement leave and pay').

12. The amount of time that you are entitled to take off work to deal with an emergency is limited to the amount of time which is 'reasonable' for allowing you to take action to deal with the emergency. The reasonable amount of time depends on factors including the nature of the emergency and your individual circumstances (including your relationship with the dependent).
13. When deciding what is reasonable, we may consider the frequency and length of any time taken off work for similar emergencies. You are not automatically entitled to an unlimited amount of time off if qualifying emergencies occur regularly.
14. Consideration will not be given to the effect of your absence on the Foundation's business.

#### **Pay during time off for dependents**

15. You will be paid your normal basic pay or salary during any time off for dependents, for up to a total of 5 working days during any 12-month period ('contractual time off for dependents pay').
16. Any time taken off beyond 5 days will be unpaid unless, in exceptional circumstances, further pay is approved by the Foundation at its discretion. The Foundation will apply its discretion in a manner which is careful not to constitute discrimination or bias.

#### **Time off for dependents and bereavement leave**

17. If you take time off for dependents, you may also be entitled to statutory parental bereavement leave and pay.
18. Information on eligibility and statutory entitlements for parental bereavement leave can be obtained from our [Bereavement Policy](#).
19. An employee whose child passes away may also be entitled to take parental (maternity or adoption) leave that they have organised or already begun in relation to that child. Rules differ depending on the relevant type of parental leave, but they will not exclude you from also taking parental bereavement leave.
20. If you are eligible for time off for dependents and for parental bereavement leave, you may take both types of leave. Where you are eligible for contractual time off for dependents pay, you will not be able to claim contractual time off for dependents pay if you also receive parental bereavement pay.

#### **Time off for dependents and other types of leave**

21. Employees who take time off for dependants may also be eligible for compassionate leave in line with our [Bereavement policy](#). Where employees are to be paid during bereavement leave, they will not also be able to claim any contractual time off for dependents pay for which they are eligible.
22. You may also be eligible for statutory unpaid parental leave of up to 18 weeks per child, with a maximum of 4 weeks taken per year, taken in line with the statutory eligibility criteria and entitlements. Taking unpaid parental leave does not affect your entitlement to time off for

dependents or vice versa. You may also be eligible for contractual enhanced parental leave and/or paid parental leave, in line with our [Parental Leave Policy](#).

23. Where you are to be paid during parental leave (that is, contractually agreed pay for statutory unpaid parental leave), you will not also be able to claim any contractual time off for dependents pay that you are eligible for.
24. If taking time off for dependents is not permitted (for example, where the event you wish to respond to does not qualify as an 'emergency'), or if you want to take an extended amount of time off (for example, to care for an ill relative yourself rather than just to make arrangements for care), you should consider taking other kinds of leave that you may be entitled to. For example, annual leave may be taken, according to the entitlements and procedures set out in your employment contract and/or our [Annual Leave Policy](#).

### **Requesting time off for dependents**

25. If you need to take time off for a dependent, and the situation meets the criteria, you should inform your line manager as soon as reasonably practicable. You should also tell them where possible, of how long you expect to be absent.
26. We recognise that in some circumstances, it may not be reasonably practicable for you to inform your line manager that you need to take time off for a dependent before leaving work (for example, in the event of a time-sensitive medical emergency affecting the dependent). In such a case, you should tell your line manager about the situation, and how long you expect to be off work, as soon as practicably possible.
27. If the circumstances of your time off for dependents change (for example, if you need to take more time off than initially expected), or if a new emergency arises for which you need to take leave during your time off for dependents, you should tell your line manager as soon as possible.
28. You should discuss with your line manager whether your colleagues should be told the reason for your absence. You will always be treated with respect and, where appropriate, discretion will be used when communicating with your colleagues regarding such matters.
29. We may, where reasonable and appropriate, ask you to provide evidence of the reason for absence at a later date.
30. If we cannot agree to your request for time off for dependents, or need to refuse it, we will tell you this. If you disagree with the refusal, you can submit a grievance, following the [Grievance Procedure](#).

### **Abuse of this policy**

31. If we believe that you have abused the provisions of in this policy (for example, by lying about dealing with an emergency involving a dependent), or have failed to comply with the notification requirements, we may take disciplinary action, as set out in our [Disciplinary policy and procedure](#).

## **Data protection**

46. The Foundation processes personal data collected when managing your time off for dependants in accordance with its data protection policy.
47. Data collected as part of the time off for dependents policy, and from the point at which you inform us that you plan to take time off, is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to time off for dependents requests and managing those requests.
48. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the [Data Protection and Data Security policy](#) immediately. It may also constitute a disciplinary offence, which will be dealt with under the [Disciplinary Policy and Procedure](#).



## 2f: Parental Leave Policy

### **Purpose and scope**

1. We recognise and respect that sometimes working parents will need time away from work to spend time with their children. The right for parents to take leave, in certain circumstances, is also provided by law.
2. The purpose of this policy is to ensure that staff and managers are clear about entitlements to parental leave. It sets out the process that should be followed for arranging leave, and the terms that apply during and after parental leave.
3. This policy is intended to summarise your statutory rights except for the paragraphs dealing with our enhanced parental leave pay policy and decision to allow employees to take parental leave irrespective of length of service.

### **What is parental leave?**

4. Parental leave is the right for qualifying employees to take up to 18 weeks of unpaid leave to care for a child under 18 years of age, for whom they have parental responsibility.

### **Who is eligible to take parental leave?**

5. To be eligible for parental leave you must:
  - a) be an employee (not a contractor or consultant);
  - b) have or expect to have parental responsibility for the child. This means that you must be the biological or adoptive parent or have legal parental responsibility (including under a surrogacy agreement or if you are the child's guardian); and
  - c) be taking the leave to care for the child.

### **When can parental leave be taken?**

6. If you are eligible, then you may take parental leave during the period up to the 18th birthday of your biological child, adopted child or child for which you otherwise have parental responsibility.
7. You may take up to four weeks' parental leave in any year (calculated from the date when you became eligible for leave).
8. Leave must be taken in blocks of one week, unless the child is disabled.
9. The total entitlement to parental leave is for each child (or multiple birth) not for each employer, so if you have used some of your parental leave with a previous employer then you will only be entitled to take the unused balance with us.

### **Giving notice to take parental leave**

10. If you wish to take parental leave, you must give the Chief Executive 21 days' advance notice and tell us the dates that you wish the leave to start and end.
11. Special rules about notice apply if you wish to take parental leave as follows:

- a) **Immediately on the birth of a child.** In this case, you must give us notice at least 21 days before the start of the expected week of childbirth ('EWC'). The notice must specify the EWC and how much leave you wish to take;
- b) **Immediately on the adoption of a child.** In this case, you should give notice at least 21 days before the start of the expected week of placement ('EWP'). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and how much leave you wish to take;
- c) **Immediately after a period of ordinary paternity leave.** In this case, we request that you give us notice at least 21 days before the start of the EWC or EWP (as applicable), if that is possible. If not, you should give as much notice as you can. Please note that we may not be able to agree to your request unless you give us notice at least seven days before your ordinary paternity leave starts, although we will consider each request on a case-by-case basis.

12. In all cases, we would encourage you to give as much notice as possible of your wish to take parental leave, as this will help us plan ahead for your absence and will improve the chances that we can agree to your request. We would also ask that you make your request in writing, although it will still be valid if you don't.

13. Before your parental leave starts, you must give us evidence of:

- a) Your current or anticipated parental responsibility for the child;
- b) Their date of birth or placement with you for adoption; and
- c) If relevant, their entitlement to disability living allowance.

If you are not sure what evidence you need to give, please ask the Chief Executive.

### **Postponing parental leave**

14. Sometimes, we might need to postpone the parental leave that you wish to take because it would unduly disrupt our business. In this case, we will consult with you about when you could take the leave instead. We will confirm our decision within seven days of receiving your notice to take leave, including the reason for delaying your leave and the new start and end dates, which will be no more than six months after the dates you requested.

15. We will not postpone parental leave which is requested for the birth of a baby or when a child is placed for adoption.

16. If postponing your leave means that your entitlement has not been used up before the last date when the leave must be taken (i.e. the child's 18th birthday), then you will not lose your entitlement to that leave.

### **During parental leave**

17. Although you have no legal entitlement to payment during parental leave, we will pay you 100% of your normal salary whilst you are on parental leave. Aside from this, your contractual provisions relating to pay and benefits are suspended during parental leave.

18. While you are on parental leave, your employment contract remains in effect except for terms relating to pay, which are suspended. This means that, among other things, you must continue to comply with any terms about notice, confidentiality and outside work.

### **Returning to work after parental leave**

19. For parental leave of four weeks or less that is not combined with another type of family leave then you will return to the same role.
20. If you take more than four weeks of parental leave, or take parental leave immediately before or after additional maternity, paternity or adoption leave, then you may not be able to return to the same role. In this case, we will offer you another suitable role on terms that are no less favourable than those that would have applied without the parental leave being taken.

### **Abuse of this policy**

21. If you give false or misleading information to obtain parental leave then we may treat this as a disciplinary matter.

### **Data protection**

22. The Foundation processes personal data collected when managing your shared parental leave in accordance with its [data protection policy](#).
23. Data collected as part of the parental leave procedure, and from the point at which you inform us that you plan to take parental leave, is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to parental leave requests and managing parental leave.
24. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the [a: Data Protection and Data Security policy](#) immediately. It may also constitute a disciplinary offence, which will be dealt with under the [Disciplinary policy and procedure](#).

## 3. Data protection policies

### 3a: Data Protection and Data Security Policy

#### Purpose of policy

1. The Foundation is committed to ensuring that all personal data handled by us will be processed according to legally compliant standards of data protection and data security.
2. We confirm for the purposes of the data protection laws that the Foundation is a **Data Controller** of the personal data we hold in connection with your employment. This means that we determine the purposes for which, and the manner in which, your personal data is processed.
3. The purpose of this policy is to help us achieve our data protection and data security aims by:
  - a) notifying our staff of the types of personal information that we may hold about them, our customers, suppliers, and other third parties and what we do with that information;
  - b) setting out the rules on data protection and the legal conditions that must be satisfied when we collect, receive, handle, process, transfer and store personal data and ensuring staff understand our rules and the legal standards; and
  - c) clarifying the responsibilities and duties of staff in respect of data protection and data security.
4. Maintaining appropriate standards of data protection and data security is a collective task shared between us and you. This policy and the rules contained in it apply to all staff of the Foundation, irrespective of seniority, tenure and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers and fixed-term staff and any volunteers.
5. Questions about this policy, or requests for further information, should be directed to the Chief Executive.

#### Definitions

6. For the purposes of this policy:
  - **Data protection laws** mean all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the UK General Data Protection Regulation and the Data Protection Act 2018.
  - **Data Subject** means the individual to whom personal data relates.
  - **Personal Data** means any information that relates to an individual who can be identified from that information.
  - **Processing** means any use that is made of data, including collecting, storing, amending, disclosing, or destroying it.

- **Special Categories of Personal Data** means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), health, sex life or sexual orientation, and biometric data.

### **Data protection principles**

7. Staff whose work involves using personal data relating to staff or others (for example, members) must comply with this policy and with the following data protection principles which require that personal information is:
  - a) **processed lawfully, fairly, and in a transparent manner.** We must always have a lawful basis to process personal data, as set out in data protection laws. Personal Data may be processed as necessary to perform a contract with the Data Subject, to comply with a legal obligation which the Data Controller is the subject of, or for the legitimate interest of the Data Controller or the party to whom the data is disclosed. The Data Subject must be told who controls the information (us), the purpose(s) for which we are processing the information, and to whom it may be disclosed;
  - b) **collected only for specified, explicit, and legitimate purposes.** Personal Data must not be collected for one purpose and then used for another. If we want to change the way we use Personal Data, we must first tell the Data Subject;
  - c) **processed only where it is adequate, relevant, and limited to what is necessary for the purposes of processing.** We will only collect Personal Data to the extent required for the specific purpose notified to the Data Subject;
  - d) **accurate, and the Foundation will all reasonable steps to ensure that information that is inaccurate is rectified or deleted without delay.** Checks to personal data will be made when it is collected and regular checks must be made afterwards. We will make reasonable efforts to rectify or erase inaccurate information;
  - e) **kept only for the period necessary for processing.** Information will not be kept longer than it is needed and we will take all reasonable steps to delete information when we no longer need it. For guidance on how long particular information should be kept, contact the Chief Executive; and
  - f) **secure, and appropriate measures will be adopted by the Foundation to ensure that it is such.**

### **Who is responsible for data protection and data security?**

8. All staff have personal responsibility to:
  - a) Ensure compliance with this policy;
  - b) Handle all Personal Data consistently with the principles set out here; and
  - c) Ensure that measures are taken to protect the security of data.
9. Managers have special responsibility for leading by example and monitoring and enforcing compliance.
10. You must notify the Chief Executive if this policy has not been followed, or if it is suspected this policy has not been followed, as soon as reasonably practicable.

11. Any breach of this policy will be taken seriously and may result in disciplinary action up to and including dismissal. Significant or deliberate breaches, such as accessing staff or customer personal data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

#### **What personal data and activities are covered by this policy?**

12. This policy covers Personal Data which:
- a) relates to a natural living individual who can be identified either from that information in isolation, or by reading it together with other information we possess;
  - b) is stored electronically or on paper in a filing system;
  - c) is in the form of statements of opinion as well as facts;
  - d) relates to staff (present, past or future) or to any other individual whose personal data we handle or control; and
  - e) we obtain or which is provided to us, that we hold or store, organise, disclose or transfer, amend, retrieve, use, handle, process, transport or destroy.
13. This Personal Data is subject to the legal safeguards set out in the data protection laws.

#### **What personal data do we process about staff?**

14. We may collect Personal Data about you which:
- a) You provide, or we gather, before or during your employment or engagement with us.
  - b) Is provided by third parties, such as references or information from suppliers or another party that we do business with.
  - c) Is in the public domain.
15. The types of Personal Data that we may collect, store and use about you include records relating to your:
- a) Home address, contact details, and contact details for your next of kin.
  - b) Recruitment (including your application form or curriculum vitae, references received and details of your qualifications).
  - c) Pay records, national insurance number, and details of taxes and any employment benefits such as pensions and health insurance (including details of any claims made).
  - d) Telephone, email, internet, fax, or instant messenger use.
  - e) Performance and any disciplinary matters, grievances, complaints or concerns in which you are involved.

#### **Sensitive personal data**

16. We may from time to time need to process sensitive personal information (that is 'Special Categories of Personal Data', as defined above).
17. We will only process sensitive personal information if:
- a) we have a lawful basis for doing so (for example, it is necessary for the performance of the employment contract); **and**
  - b) one of the following special conditions for processing personal information applies:
    - i. the Data Subject has given explicit consent;
    - ii. the processing is necessary for the purposes of exercising the employment law rights or obligations of the Foundation or the Data Subject;

- iii. the processing is necessary to protect the Data Subject's vital interests, and the Data Subject is physically incapable of giving consent;
  - iv. the processing relates to Personal Data which are manifestly made public by the Data Subject;
  - v. the processing is necessary for the establishment, exercise, or defence of legal claims; or
  - vi. the processing is necessary for reasons of substantial public interest.
18. Before processing any sensitive personal information, staff must notify the Chief Executive of the proposed processing, in order for the the Chief Executive to assess whether the processing complies with the criteria noted above.
19. Sensitive personal information will not be processed until the assessment above has taken place and the individual has been properly informed of the nature of the processing, the purposes for which it is being carried out, and the legal basis for it.
20. Our [Employee Privacy Notice](#) sets out the types of sensitive personal information that we process, what it is used for, and the lawful basis for the processing.

### **How we use your personal data**

21. The [Employee Privacy Notice](#) sets out the reasons for processing your Personal Data, how we use such information, and the legal basis for processing. We will not process staff personal information for any other reason.
22. In general, we will use information to carry out our business, to administer your employment or engagement, and to deal with any problems or concerns you may have. This use of information includes, but is not limited to:
- a) Staff address lists: to compile and circulate lists of home address and contact details, to enable us to contact you outside working hours.
  - b) Sickness records: we will maintain a record of your sickness absence and copies of any doctors' notes or other documents supplied to us in connection with your health, in order to:
    - i. inform your colleagues and others that you are absent through sickness, as reasonably necessary to manage your absence;
    - ii. deal with unacceptably high or suspicious sickness absence;
    - iii. inform reviewers for appraisal purposes of your sickness absence level; or
    - iv. publish internally aggregated, anonymous details of sickness absence levels.
  - c) Monitoring IT systems: to monitor your use of emails, internet, telephone and fax, computer or other communications or IT resources.
  - d) Disciplinary, grievance or legal matters: in connection with any disciplinary, grievance, legal, regulatory, or compliance matters or proceedings that may involve you.
  - e) Performance reviews: to carry out performance reviews.

## **Accuracy and relevance**

23. We will:

- a) ensure that any Personal Data processed is up to date, accurate, adequate, relevant, and not excessive, given the purpose for which it was collected; and
- b) not process personal data obtained for one purpose for any other purpose, unless you agree to this or reasonably expect this.

24. If you consider that any information held about you is inaccurate or out of date, then you should tell the Chief Executive. If they agree that the information is inaccurate or out of date, then they will correct it promptly. If they do not agree with the correction, then they will note your comments.

## **Storage and retention**

25. Personal Data (and sensitive personal information) will be kept securely in accordance with our [data protection policy](#).

26. The periods for which we hold Personal Data are contained in the [Employee Privacy Notice](#).

## **Individual rights**

27. You have the following rights in relation to your Personal Data.

### *Subject access requests ('SAR')*

28. You have the right to make a subject access request ('SAR'). If you make a SAR, we will tell you:

- a) Whether or not your Personal Data is processed and if so why,
- b) The categories of personal data concerned, and the source of the data if it is not collected from you;
- c) To whom your Personal Data is or may be disclosed;
- d) For how long your Personal Data is stored (or how that period is to be decided);
- e) Your rights of rectification or erasure of data, or to restrict or object to Processing;
- f) Your right to complain to the [Information Commissioner's Office \(ICO\)](#) if you think we have failed to comply with your data protection rights; and
- g) Whether or not we carry out automated decision-making and the logic involved in any such decision making.

29. We will provide you with a copy of the Personal Data undergoing processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.

30. To make a SAR, email the Chief Executive.

31. We may need to ask for proof of identification before your request can be processed. We will let you know if we need to verify your identity and the documents we require.

32. We will normally respond to your request within 28 days from the date your request is received. In some cases, such as where there is a large amount of Personal Data being processed, we may respond within 3 months of the date your request is received. We will write to you within 28 days of receiving your original request if this is the case.



33. If your request is manifestly unfounded or excessive we are not obliged to comply with it.

#### *Other rights*

34. You have a number of other rights in relation to your Personal Data. You can require us to:

- a) Rectify inaccurate data;
- b) Stop processing or erase data that is no longer necessary for the purposes of processing;
- c) Stop processing or erase data if your interests override our legitimate grounds for processing the data (where we rely on our legitimate interests as a reason for processing data);
- d) Stop processing data for a period if data is inaccurate or if there is a dispute about whether or not your interests override our legitimate grounds for processing the data.

35. To request that we take any of these steps, please write to the Chief Executive.

#### **Data security**

36. We will use appropriate technical and organisational measures to keep Personal Data secure and, in particular, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage.

37. Maintaining data security means making sure that:

- a) Only people who are authorised to use the information can access it;
- b) Personal Data is, where possible, pseudonymised or encrypted;
- c) Information is accurate and suitable for the purpose for which it is processed; and
- d) Authorised persons can access information if they need it for authorised purposes.

38. By law, we must use procedures and technology to secure personal information throughout the period that we hold or control it (that is, the period from obtaining to destroying the information). Personal information must not be transferred to any person to process (for example, while performing services for us on or our behalf), unless that person has either agreed to comply with our data security procedures or we are satisfied that other adequate measures exist. Security procedures include:

- a) Any desk or cupboard containing confidential information must be kept locked.
- b) Computers should be locked with a strong password that is changed regularly or should be shut down when they are left unattended and discretion should be used when viewing personal information on a monitor to ensure that it is not visible to others.
- c) Data stored on CDs, memory sticks, or similar must be encrypted or password protected and the media must be locked away securely when they are not being used.
- d) Use of any cloud service to store data must be approved first by the Chief Executive.
- e) Data should never be saved directly to mobile devices such as laptops, tablets or smartphones.
- f) All servers containing Sensitive Personal Data must be approved and protected by security software.
- g) Servers containing Personal Data must be kept in a secure location, away from general office space.
- h) Data should be regularly backed up in line with our back-up procedure.

39. Staff must abide by telephone precautions. Particular care must be taken by staff who deal with telephone enquiries to avoid inappropriate disclosures. In particular:

- a) The identity of any telephone caller must be verified before any personal information is disclosed.
  - b) If the caller's identity cannot be verified satisfactorily then they should be asked to put their query in writing.
  - c) Callers must not be allowed to bully you into disclosing information. In case of any problems or uncertainty, contact the Chief Executive.
40. Correct methods of disposal must be adhered to. Copies of personal information, whether on paper or on any physical storage device, must be physically destroyed when they are no longer needed. Paper documents should be shredded and data on CDs or memory sticks or similar must be rendered permanently unreadable.

### **Data Protection Impact Assessments**

41. Some of the processing that the Foundation carries out may result in risks to privacy.
42. Where processing would result in a high risk to staff rights and freedoms, the Foundation will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals, and the measures that can be put in place to mitigate those risks.

### **Data breaches**

43. If we discover that there has been a breach of staff personal data that poses a risk to the rights and freedoms of individuals, we will report it to the ICO within 72 hours of discovery.
44. We will record all data breaches regardless of their effect in accordance with our practices and procedures on data breaches. Contact the Chief Executive for more information.
45. If the breach is likely to result in a high risk to individuals' rights and freedoms, we will tell affected individuals that there has been a breach and provide them with more information about its likely consequences and the mitigation measures that have been taken.

### **Individual responsibilities**

46. You are responsible for helping the Foundation keep your Personal Data up to date.
47. You should let the Foundation know if Personal Data that you have provided to the Foundation changes - for example, if you move house or change your bank details.
48. You may have access to the Personal Data of other staff members and of our customers in the course of your employment. Where this is the case, the Foundation relies on you to help meet its data protection obligations to staff and to customers.
49. Individuals who have access to Personal Data are required:
- a) To access only personal data that they have authority to access and only for authorised purposes.
  - b) Not to disclose Personal Data except to individuals (whether inside or outside of the Foundation) who have appropriate authorisation.

- c) To keep Personal Data secure, including by complying with rules on access to premises, computer access (including password protection, and secure file storage and destruction).
- d) Not to remove Personal Data, or devices containing or that can be used to access Personal Data, from the Foundation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device.
- e) Not to store Personal Data on local drives or on personal devices that are used for work purposes.

### **Training**

- 50. We will provide training to all individuals about their data protection responsibilities as part of their induction process and at appropriate and regular intervals thereafter.
- 51. Individuals whose roles require regular access to Personal Data, or who are responsible for implementing this policy or responding to SARs under this policy, will receive additional training to help them understand their duties and how to comply with them.

## 3b: Employee Privacy Notice

### **Purpose of Notice**

1. The Foundation collects and processes personal data relating to its employees in order to manage its relationship with them. We are committed to being transparent about how we collect and use that data and to meeting our data protection obligations.

### **What information does the Foundation collect?**

2. We collect and process a range of information about you. This includes:
  - a) your name, address and contact details, including email address and telephone number, date of birth and gender;
  - b) the terms and conditions of your employment;
  - c) details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with us;
  - d) information about your remuneration, including entitlement to benefits, such as pensions and insurance cover;
  - e) details of your bank account and national insurance number;
  - f) information about your marital status, next of kin, dependents and emergency contacts;
  - g) information about your nationality and entitlement to work in the UK;
  - h) details of your schedule (days of work and working hours) and attendance at work;
  - i) details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals and the reasons for the leave;
  - j) photographs or videos;
  - k) details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence; and
  - l) information about medical or health conditions, including whether or not you have a disability for which we need to make reasonable adjustments.
3. We may collect this information in a variety of ways. For example, data might be collected through application forms, CVs or resumes; obtained from your passport; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments.
4. In some cases, we may collect personal data about you from third parties, such as references supplied by former employers.
5. Data will be stored in a range of different places, including in your electronic personnel file, in our HR management systems and in other IT systems (including our email system).

### **Why does the Foundation process personal data?**

6. We need to process your personal data to enter into an employment contract with you and to meet our obligations under your employment contract. For example, we need to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefits, pension and insurance entitlements.

7. In some cases, we need to process data to ensure that we are complying with our legal obligations. For example, we are required to check your entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable you to take periods of leave to which you are entitled.
8. In other cases, we have a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows us to:
  - a) run recruitment and promotion processes;
  - b) maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
  - c) operate, and keep a record of, employee performance and related processes to confirm compliance with our internal policies and procedures, to plan for career development, and for succession planning and workforce management purposes;
  - d) operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that we comply with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
  - e) ensure effective general HR and business administration;
  - f) provide references on request for current or former employees; and
  - g) respond to and defend against legal claims.
9. Some special categories of personal data, (that is, sensitive personal data), such as information about health or medical conditions, are processed to carry out employment law obligations (such as those in relation to employees with disabilities).
10. We also collect information relating to your sickness records to maintain a record of your sickness absence and copies of any doctor's notes or other documents supplied to us in connection with your health, to inform your colleagues and others that you are absent through sickness as reasonably necessary to manage your absence, to deal with unacceptably high or suspicious sickness absence and to inform reviewers for appraisal purposes of your sickness absence levels.
11. Where we process other special categories of personal data, such as information about ethnic origin, sexual orientation or religion or belief, this is done for the purposes of carrying out our legal obligations and exercising specific legal rights in relation to employment.

#### **Who has access to data?**

12. Your information may be shared internally with other staff if access to the data is necessary for the performance of their roles.
13. We share your data with third parties in order to:
  - a) obtain advice from professional advisers, including accountants, auditors, lawyers, insurers, bankers, and others;
  - b) help third party service providers who provide products and services to us such as payroll, pension scheme and benefits administration, human resources, performance management, training, expense management, IT, etc; and
  - c) facilitate the detection of crime or the collection of taxes or duties.

14. We also share your data with third parties that process data on our behalf in connection with payroll and the provision of benefits.
15. We may also disclose your personal data to third parties:
- a) when we determine that disclosure is required to protect our rights, property, or personal safety, or to respond to requests by public, regulatory, or law enforcement authorities, including to meet national security or law enforcement requirements; or
  - b) if we sell some or all of our business or assets, we may disclose your personal data to the prospective seller or buyer of such business or assets, and if the transaction closes, then your personal data may be transferred to the buyer.
16. If we transfer employee personal data to a third party vendor for processing (for example, payroll services), we are responsible as the data controller for the processing of that data.

### **Choice**

17. We do not currently share your personal data with third parties other than our service providers who act on our behalf. However, if we decide to do so in the future, we will offer you the opportunity to choose (opt out) before your personal data is disclosed to a third party controller (that is, a non-service provider). Also, if we decide to use your data for purposes that are different from the purpose(s) for which it was originally collected or subsequently authorised by you, we will offer you the opportunity to choose (opt out) before such use.

### **How does the Foundation protect data?**

18. We take the protection of your data seriously. We have internal policies and controls in place to try and ensure that your data is not lost, accidentally destroyed, misused or disclosed and is not accessed except by our employees in the performance of their duties.
19. Where we engage third parties to process personal data on our behalf, we do so on the basis of written instructions, and such third parties are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

### **For how long does the Foundation keep data?**

20. We will hold your data for the duration of your employment, and for up to six years after your employment ends.

### **Your rights**

21. As a data subject, you have a number of rights. You can:
- a) access and obtain a copy of your personal data on request;
  - b) require us to change incorrect or incomplete personal data;
  - c) require us to delete or stop processing your data in certain circumstances such as where the data is no longer necessary for the purposes of processing;
  - d) object to the processing of your data where we are relying on our legitimate interests as the legal ground for processing, in certain circumstances; and
  - e) ask us to stop processing data for a period if data is inaccurate or there is a dispute about whether or not your interests override our legitimate grounds for processing data.

22. If you would like to exercise any of these rights, please contact the Chief Executive.

### **Complaint resolution**

23. If you believe that we have not complied with this privacy notice or your data protection rights, you have the right to file a complaint with the [Information Commissioner's Office](#) (ICO') however, we hope that you will attempt to resolve the complaint with us first.

24. If you have any inquiries or complaints about the handling of your personal data, or about our privacy practices generally, please contact the Chief Executive and we will respond to your inquiry promptly.

### **What if you do not provide personal data?**

25. You have some obligations under your employment contract to provide us with certain personal data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith.

26. You may also have to provide us with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

27. Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable us to enter a contract of employment with you. If you do not provide other information, this will hinder our ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

## 4. Absence management policies

### 4a: Sickness Policy

#### **Purpose and scope**

1. The Foundation recognises that you may not always be fit to attend work or may become ill or be injured at work. This policy is designed to ensure that instances of sickness are dealt with consistently, fairly, and in a non-discriminatory way.
2. We must ensure that the reasons for sickness absence are understood in each case and, if necessary, investigated. We will adopt practical and reasonable measures to assist employees returning to work after sickness absence if we think they would be helpful.
3. This policy sets out our procedures for reporting and managing short and long-term sickness absence. All employees must abide by the terms and spirit of this policy.
4. This policy summarises your statutory rights. If there is a conflict between this policy and the statutory entitlements, this policy is amended, as necessary, to comply with legal requirements.

#### **Reporting sickness absence**

5. If you become ill or are injured at work, you should contact the Chief Executive and fill in the accident book if appropriate. If you require basic first aid, you should contact an SOE first aider, otherwise you should leave work to go home or to receive medical treatment.
6. If you are ill or injured and cannot attend work, you should telephone, text or email the Chief Executive or your line manager no later than 30 minutes before you normally start work, unless circumstances (for example, an emergency) do not allow for this. You should tell the Chief Executive or your line manager:
  - a) The nature of your illness or injury;
  - b) The expected length of your absence from work; and
  - c) Details of any urgent work that requires attention.
7. Managers should record all sickness absence they are notified of, and arrange for any urgent work to be covered until the relevant employee's return.
8. Your line manager may contact you during your sickness absence to discuss your health, urgent work being covered in your absence, and to be advised, if possible, of your expected return date. This contact will be kept to a minimum to allow you to recover. You should contact the Chief Executive if you wish to discuss your condition further.
9. For sickness absence of up to 7 days, you must complete a self-certification form, available from the Chief Executive. Where we are concerned about the reason for absence, or short-term absence is frequent, we may require a medical certificate for sickness absences of less than 1 week. In such circumstances, we will cover the costs of this, if you provide your doctor's invoice.



10. For an absence of more than 1 week, you must provide the Chief Executive with a 'Statement of Fitness for Work' or 'Fit Note' stating that you are not fit for work and the reason(s) why. Medical certificates must be provided for the whole time you are away.
11. If your doctor provides a certificate stating that you 'may be fit for work' you should inform the Chief Executive immediately. We will discuss any measures suggested by your doctor to help you return to work. If suitable arrangements cannot be made, you will stay on sick leave and we will set a date to review your situation.
12. We may, at any time, require you to consent to a medical examination by a doctor nominated by us. You agree that any report produced after such examination may be disclosed to us and that we may discuss the contents of the report with the relevant doctor.
13. If it is suspected that you are claiming to be unwell whilst absent, but that you are indeed well, or you fail to follow the procedure set out in this policy for reporting sickness absence, your absence will be treated as an unauthorised absence and will be dealt with in accordance with the Foundation's [Disciplinary Procedure](#).

### **Sick pay**

14. You may qualify for Statutory Sick Pay ('SSP') at the rate set by the Government, if you satisfy the statutory requirements and provide us with medical certificates as stated in this policy.
15. Qualifying days for SSP are Monday to Friday, or as stated in your employment contract. No payment is made for the first 3 consecutive days of sickness absence, but from the fourth day, SSP may be payable for up to 28 weeks. If you do not qualify, or your SSP entitlement is coming to an end, we will give you a form SSP1 telling you why.
16. If sickness absence is, or appears to be, caused by a third party and damages are - or may be - recoverable, you must immediately tell the Chief Executive of that fact and of any claim, settlement or judgement made or awarded in connection with it. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the sickness absence we have paid you for.
17. Any employer and employee pension contributions will continue subject to the relevant scheme rules during any period of SSP.

### **Returning to work after sickness absence**

18. If you have been on sick leave for more than 5 days, we will arrange for you to have an informal return-to-work interview with the Chief Executive to confirm the details of your absence, and to raise any concerns or questions. The contents of any certificate from your doctor stating you 'may be fit for work' will also be discussed at this informal return-to-work interview.
19. We are committed to helping you return to work from long-term sickness absence. As part of our sickness absence meetings procedure we will, where appropriate and possible, support a return to work after long-term sickness by:
  - a) Obtaining medical advice.

- b) Making reasonable adjustments to the workplace, working practices and working hours.
- c) Considering redeployment.
- d) Agreeing a return-to-work programme.

20. If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

### **Sickness absence meetings procedure**

21. We will follow this procedure whenever we feel it is necessary, including where:
- a) You have been absent due to illness on a number of occasions;
  - b) The contents of a return to work interview need further discussion; and/or
  - c) You have been absent for more than 10 consecutive days.
22. You will usually be given at least 2 days' written notice by the Chief Executive of a sickness absence meeting, setting out why the meeting is being called and the date, time, and place of the meeting. This notice will give you a reasonable opportunity to consider what will be discussed before the meeting takes place.
23. You may bring a companion with you to the meeting (a colleague, family member or friend). You must supply the Chief Executive with the details of your companion at least 24 hours before the start of the meeting. Employees are allowed reasonable time off without loss of pay to act as a companion but are not obliged to do so.
24. 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 discuss relevant matters privately with your companion at any time during a meeting. These provisions also apply to final sickness absence meetings and appeal meetings for decisions related to sickness absence.
25. A meeting may be adjourned if:
- a) You or your companion are unable to attend at the time set for the meeting and you have immediately informed the Chief Executive;
  - b) The Chief Executive is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting; or
  - c) You are given new information, in which case you will be given a reasonable opportunity to consider this before the meeting is reconvened.
26. Failure to attend a meeting or at least to make all reasonable steps to attend a meeting may be treated as misconduct.
27. Decisions, reasons for the decisions, and your right of appeal will be confirmed in writing within 14 days of any meeting under this procedure (unless this is not practicable, in which case it will be provided as soon as is practicable).

### **Sickness absence meetings**

28. This is a first formal opportunity to discuss:
- a) Reasons for absence;
  - b) How long an absence is likely to last;
  - c) The likelihood of recurring absence;

- d) Whether we should refer you to a doctor;
- e) What (if anything) we could do to assist with your attendance at work; and
- f) When a further review should take place.

29. You may be accompanied to this meeting by a companion.

30. The discussion may take the form of an in-person meeting but, if both you and we agree, it may be conducted by phone, video conference or some other method instead. We will try to arrange the discussion at a place and time convenient to you.

31. Further meeting(s) may be required to discuss:

- a) Reasons for and impact of your ongoing absence(s);
- b) How long your absence is likely to last and the likelihood of further absences;
- c) Seeking medical advice or considering advice already given and whether further advice is required;
- d) Your ability to return to or remain in your job, looking at your capabilities and any reasonable adjustments we are able to make and looking at our business needs;
- e) Redeploying you to a role you could perform without any adjustments, or where we can assist in making reasonable adjustments in order for you to perform the role;  
Any benefits you should be considered for if you are unable to return from long-term sickness absence; and/or
- f) Action that will be taken and when a review and/or further meetings will be held.

### **Final sickness absence meetings**

32. After warning you that you are at risk of dismissal, we may invite you to a final sickness absence meeting. You may be accompanied at this meeting by a companion, as set out in paragraphs 23 and 24 above.

33. At a final sickness absence meeting, we may discuss the content of previous meetings and any changes since our last meeting under this procedure that could impact your return. We may discuss whether it is reasonable to expect you to return to work, the hours of work required, a reasonable timescale for this, and other relevant matters you would like to discuss.

34. We may also discuss the possible termination of your employment at a final sickness absence meeting, which would normally be on full notice or payment in lieu of notice.

### **Appeals**

28. You may appeal the outcome of any meeting during this procedure. To appeal, you should write to the Chair of the Trustee Board setting out your reasons for appealing within 7 days of the date on which you were notified of the outcome of a sickness absence meeting.

29. An appeal meeting may be held to discuss your appeal.

30. The discussion may take the form of an in-person meeting but, if both you and we agree, it may be conducted by phone, video conference or some other method instead. We will try to arrange the discussion at a place and time convenient to you.

31. You may bring a companion to an appeal meeting, as set out in paragraphs 23 and 24 above.
32. You will usually be given 1 week's written notice of an appeal meeting. If new matters are raised in an appeal, more investigation may be needed, which may in turn delay the appeal meeting. If there is new information, you will be provided with a copy at least 24 hours before an appeal meeting so that you have a reasonable opportunity to consider it before the meeting.
33. Where practicable, an appeal meeting will be conducted by a member of the Trustee Board.
34. Depending on the circumstances, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
35. The final decision will be confirmed in writing, usually within 1 week of the appeal meeting. There will be no further right of appeal.
36. A dismissal date will not be delayed whilst the outcome of an appeal is awaited. However, if the appeal is successful, the decision to dismiss will be overturned and there will be no loss of continuity or pay.

### **Disability**

37. You should inform the Chief Executive if any medical condition affects your ability to do your job or if you are affected by a disability.
38. We will consider, at each stage of our sickness procedure, whether sickness absence is the result of a disability and whether reasonable adjustments will assist with a return to work.

### **Data processing**

39. We process personal data when managing sickness absence and employees' right to sick pay in accordance with our Data Protection and Data Security Policy. In particular, we process personal data related to sickness in accordance with our policy on processing 'special categories of personal data' (which includes, but is not limited to, information about an individual's health). Data collected as part of this procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of managing sickness absence and administering sick pay.
40. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Data Protection and Data Security Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the [Disciplinary policy and procedure](#).

## 4b: Annual Leave Policy

### **Purpose and scope**

1. The Foundation recognises the right of our staff to take paid annual leave each year. We believe that it is important for you to rest and we strongly encourage you to make use of your annual leave.
2. The purpose of this policy is to ensure that both staff and managers are clear on the entitlements, rules and processes surrounding your entitlement to annual leave.
3. This policy applies to all employees, irrespective of seniority, tenure and working hours, including all directors and officers, casual or agency staff, trainees, interns, fixed-term staff and workers. It does not apply to self-employed contractors.
4. Some of the entitlements and rules in this policy summarise statutory rights. If any statutory rights change and become inconsistent with this policy, we will amend the policy to reflect these changes.
5. If you have questions about the contents of this policy, please contact the Chief Executive.

### **Annual leave entitlement**

6. Our annual leave year runs from 1 January to 31 December.
7. Your annual leave entitlement is the paid time off that you are entitled to, as set out in your employment contract (your 'Annual Leave Entitlement'). You may request additional unpaid time off, which may be granted entirely at the discretion of your line manager.
8. Your annual leave entitlement will continue to accrue while you are on any family leave (for example, parental or adoption leave) or sick leave.

### **Requesting annual leave**

9. Requests for annual leave should be made in writing to your line manager. You should provide notice of 1 week when requesting annual leave.
10. You should ensure that your annual leave requests are approved before booking a holiday. We are not liable for any loss incurred by you if you incur costs and make commitments prior to receiving approval.
11. If you take annual leave without approval we may take disciplinary action against you in accordance with our [Disciplinary Procedure](#).
12. Please note that your line manager has the right to refuse your annual leave request, taking into consideration business needs, the high volume of annual leave requests received at certain times of year (for example, school holidays), and the notice provided.
13. If your request is approved, you should maintain a record of this, and input dates that you will be on annual leave to the team Annual Leave spreadsheet in the shared folders.

## **Holiday pay**

14. You will be paid your normal pay during any annual leave time that you take.
15. If you work irregular hours (that is, if your number of hours worked always or mostly differs between pay periods) or a part-year working pattern, your annual leave entitlement and pay will be worked out based on the statutory guidelines for calculating this.
16. Usually, your annual leave entitlement will be calculated as accruing at the end of each of your pay periods, with 12.07% of the hours worked during that pay period added to your annual leave entitlement.
17. If you are regularly paid a commission, bonuses, or overtime (that you're not contractually required to be paid), an average of the amount you receive from these payments will be added to 4 weeks of your standard holiday pay.

## **Illness and bereavement during annual leave**

18. If you become ill during your annual leave, you may reallocate your leave as sick leave by following our usual policy and procedures for sickness. Any time reallocated as sick leave will be added back onto your annual leave entitlement.
19. If you reallocate your annual leave as sick leave, you will be paid according to our [Sickness Policy](#).
20. If you experience a bereavement during your annual leave, you may reallocate your leave as bereavement leave if you are entitled to such under our [Bereavement Policy](#). Any time reallocated as bereavement leave will be added back onto your annual leave entitlement.
21. If you reallocate your annual leave as bereavement leave, you will be paid according to our bereavement leave pay rules.

## **When annual leave can be taken**

22. Annual leave may be taken at any time during the annual leave year, subject to the discretion of your line manager.
23. Annual leave may, at the discretion of your line manager, be taken immediately before or after family leave (for example, maternity, parental or adoption leave) is taken (that is, it may be added onto your family leave).
24. If you intend to take annual leave immediately before or after family leave, you should discuss this with the Chief Executive when you arrange your family leave.

## **Bank Holidays**

25. Time off for bank holidays must be taken in line with your Annual Leave Entitlement as set out in your contract.

### **Carrying over annual leave entitlement**

26. Wherever possible, you should use your full annual leave within each year. If you do not, your entitlement cannot automatically be carried over into the next annual leave year and will be lost (subject to the exceptions below).
27. You may carry over up to 4 weeks of unused statutory annual leave entitlement if you are unable to use your full entitlement within the annual leave year due to being on long-term sick leave. Any such leave carried over should be used within 18 months of the end of the annual leave year during which it accrued. If your line manager agrees, you may be able to carry over additional unused annual leave entitlement that's unused due to sickness.
28. You may carry over any unused statutory annual leave entitlement if you are unable to use your full entitlement within an annual leave year due to taking statutory leave (such as parental, maternity, shared parental, adoption, paternity, parental bereavement, or neonatal care leave).
29. Outside of the statutory exceptions set out above, the Chief Executive can authorise any unused leave to be carried over to the following year.

### **Ending employment**

30. When you end your employment, you will receive pay for any remaining annual leave entitlement in your final pay. However, we may require you to use any remaining entitlement during your notice period.
31. If, when you end your employment, the amount of annual leave you have taken exceeds the entitlement that you have accrued to that date, we may subtract the amount in excess from your final pay.

## 4c: Bereavement Policy

### **Purpose and scope**

1. The Foundation acknowledges the personal nature of bereavement and is committed to supporting employees in practical and reasonable ways.
2. Bereavement or compassionate leave is leave that allows an employee time off to deal with their personal distress and related practical arrangements, primarily, but not limited to, the death of a family member.
3. This policy shows the minimum leave that you are entitled to in different circumstances.
4. We acknowledge that not all employees may require the full leave allowance; and that some employees may need additional time, depending on their relationship with the person who has died and the circumstances of the death. As a result, we will treat each situation on a case-by-case basis and will discuss any particular circumstances with you individually.

### **Leave entitlement**

5. If you need to take bereavement leave, you should speak to your line manager as soon as possible or, at the latest, on the first day of absence.

#### *Paid leave*

6. In the event of bereavement, you will be entitled to 5 working days' paid leave, plus up to 5 additional days at the discretion of the Chief Executive.

#### *Unpaid leave*

7. In the event of bereavement, you may also take up to 5 working days of unpaid leave.
8. You should speak to your line manager before taking unpaid bereavement leave.
9. In exceptional circumstances, you may apply for paid leave after the first day of absence and line managers will exercise discretion in such exceptional circumstances.

#### *Other kinds of leave*

10. You may also be eligible for other types of leave associated with bereavement. If you intend to take multiple types of leave, you should discuss how to manage this with your line manager. Other types of leave include:
  - a) [Time off for dependents](#).
  - b) Parental bereavement leave, which should be taken in line with the [Parental Leave Policy](#).



## **Annual leave**

11. In the event of bereavement, you may take unpaid leave or annual leave at short notice, to supplement your paid bereavement leave.
12. You should speak to their line manager about taking such supplementary annual leave.
13. In the event of a family bereavement while on annual leave, you can change your annual leave into bereavement leave and take your annual leave at a later date.

## **Returning to work after a bereavement**

14. We acknowledge that, in certain circumstances following a bereavement, a full return to work may not be immediately possible (for example, because your bereavement may impact your ability to perform their duties or new childcare arrangements need to be made). In such circumstances, you can, where practicable, have a phased return to work, including:
  - a) Returning to work on a part-time basis.
  - b) Returning to work on a reduced hours basis.
  - c) Working remotely.
15. Any arrangements for a phased return to work will need to be agreed in advance with your line manager and will be subject to an agreed maximum number of days. Arrangements should be made in accordance with our [Flexible Working Policy](#).

## **Support for employees**

16. If you have any concerns about how your grieving process is impacting your work, you should speak to your line manager. This will help ensure that any necessary reasonable adjustments can be discussed and put in place so that you are supported in your return to work.

## **Health and safety**

17. Our workplace health and safety assessment considers the impact of bereavement on employees, their duties and responsibilities, and the context in which they work (for example, if they operate heavy machinery or equipment).
18. If you are concerned about your ability to safely carry out all your duties after a bereavement, you should speak to their line manager.
19. We reserve the right to request that you meet with their GP before fully returning to work and resuming their previous duties.

## **Culture and diversity**

20. We acknowledge and recognise that different cultures respond differently to bereavement. Line managers will check if you observe any particular religious or cultural practices and will make special arrangements if you require time off work in such cases.
21. You should make your line manager aware of any religious or cultural practices that may require special arrangements as soon as possible.

22. If line managers are unsure how to respond to a bereaved employee from a different cultural background they should ask the employee about what is appropriate.