

FORTH PORTS LIMITED

FAMILY FRIENDLY POLICIES – ISSUE 3

MATERNITY POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY	1
3	ENTITLEMENT TO MATERNITY LEAVE	1
4	NOTIFICATION OF PREGNANCY	1
5	TIME OFF FOR ANTENATAL CARE	2
6	SICKNESS	2
7	HEALTH AND SAFETY	2
8	STARTING MATERNITY LEAVE	3
9	MATERNITY PAY	4
10	TERMS AND CONDITIONS DURING OML AND AML	5
11	ANNUAL LEAVE	5
12	PENSIONS	6
13	REDUNDANCIES DURING MATERNITY LEAVE	6
14	KEEPING IN TOUCH	6
15	EXPECTED RETURN DATE	6
16	CHANGING YOUR RETURN DATE	7
17	DECIDING NOT TO RETURN	7
18	YOUR RIGHTS WHEN YOU RETURN	7
19	FLEXIBLE WORKING REQUESTS	8

1 **ABOUT THIS POLICY**

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 **PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY**

- 2.1 Our Executive Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Group HR Manager has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review.
- 2.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

3 **ENTITLEMENT TO MATERNITY LEAVE**

- 3.1 All employees are entitled to up to 52 weeks' maternity leave which is divided into:-
 - 3.1.1 Ordinary maternity leave of 26 weeks ("**OML**");
 - 3.1.2 Additional maternity leave of a further 26 weeks immediately following OML ("**AML**");provided they comply with the notification requirements set out in paragraph 4 below.

4 **NOTIFICATION OF PREGNANCY**

- 4.1 You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 7).
- 4.2 Before the end of the fifteenth week before the week that you expect to give birth ("**Qualifying Week**"), or as soon as reasonably practical afterwards, you must tell us:-
 - 4.2.1 that you are pregnant;

- 4.2.2 the week, starting on a Sunday, in which your doctor or midwife expects you to give birth (“**Expected Week of Childbirth**”); and
 - 4.2.3 the date on which you would like to start your maternity leave (“**Intended Start Date**”) (see paragraph 8).
- 4.3 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

5 TIME OFF FOR ANTENATAL CARE

- 5.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal care. You should try to give us as much notice as possible of the appointment.
- 5.2 We may ask you to provide the following, unless it is the first appointment:-
- 5.2.1 a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
 - 5.2.2 an appointment card.

6 SICKNESS

- 6.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment and our Absence Control Policy in the same manner as any other sickness absence. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.
- 6.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 6.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 8).

7 HEALTH AND SAFETY

Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother. This may involve:-

- 7.1 changing your working conditions or hours of work;
- 7.2 offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- 7.3 suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

8 **STARTING MATERNITY LEAVE**

- 8.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 8.2 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 8.3 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 8.4 Your maternity leave will start on the earliest of:-
 - 8.4.1 your Intended Start Date (if notified to us in accordance with this policy);
 - 8.4.2 the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it;
 - 8.4.3 the day after you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 8.5 Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 8.6 The law prohibits you from working during the two weeks following childbirth.

9 **MATERNITY PAY**

9.1 Statutory maternity pay (“**SMP**”) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 14). You are entitled to SMP if:-

9.1.1 you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

9.1.2 your average weekly earnings during the eight weeks ending with the Qualifying Week (the “**Relevant Period**”) are not less than the lower earnings limit set by the government;

9.1.3 you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

9.1.4 you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and

9.1.5 you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

9.2 SMP is calculated as follows:-

9.2.1 First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;

9.2.2 Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

9.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

9.4 You will still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:-

9.4.1 the week following the week in which employment ends; or

9.4.2 the eleventh week before the Expected Week of Childbirth.

- 9.5 Members of staff with one year or more service at the 15th week prior to the EWC will receive additional company maternity pay, subject to stating their intention to return to work at the end of maternity leave.

This payment consists of 18 weeks at normal salary, subject to the offsetting of SMP. Following the first 18 weeks, the employee will also be entitled to her remaining 21 weeks at statutory maternity pay.

- 9.6 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

- 9.7 Payment of company maternity pay is conditional upon you confirming in writing, prior to starting maternity leave that you intend to return to work for at least 3 months after maternity leave. If you do not return to work for this minimum period any company maternity pay (but not SMP) must be repaid.

10 **TERMS AND CONDITIONS DURING OML AND AML**

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:-

- 10.1.1 benefits in kind shall continue;
- 10.1.2 annual leave entitlement under your contract shall continue to accrue (see paragraph 11); and
- 10.1.3 pension arrangements (see paragraph 12).

11 **ANNUAL LEAVE**

- 11.1 During OML and AML, holiday entitlement will accrue at the rate provided under your contract.
- 11.2 In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken OR cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

- 11.3 You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

12 **PENSIONS**

- 12.1 Please contact the Pensions Team on 01324 668574 to discuss your pension options during OML and AML.

13 **REDUNDANCIES DURING MATERNITY LEAVE**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

14 **KEEPING IN TOUCH**

- 14.1 We may make reasonable contact with you from time to time during your maternity leave.
- 14.2 You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end (“**Keeping in Touch Day**”). This is not compulsory and must be discussed and agreed with your line manager. In any case, you must not work in the two weeks following birth.
- 14.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement. Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15 **EXPECTED RETURN DATE**

- 15.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
- 15.2 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:-

- 15.2.1 updating you on any changes that have occurred during your absence;
- 15.2.2 any training needs you might have; and
- 15.2.3 any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 19).

16 **CHANGING YOUR RETURN DATE**

- 16.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing. If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
- 16.2 If you wish to return later than the Expected Return Date, you should either:-
 - 16.2.1 request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
 - 16.2.2 request paid annual leave in accordance with your contract, which will be at our discretion.
- 16.3 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Absence Control Policy will apply.

17 **DECIDING NOT TO RETURN**

- 17.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 17.3 This does not affect your right to receive SMP.

18 **YOUR RIGHTS WHEN YOU RETURN**

- 18.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

18.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

19 **FLEXIBLE WORKING REQUESTS**

19.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

PATERNITY POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	FREQUENTLY USED TERMS	1
3	PERSONNEL RESPONSIBLE FOR THIS POLICY	1
4	ANTENATAL APPOINTMENTS	1
5	ENTITLEMENT TO PATERNITY LEAVE	2
6	TIMING AND LENGTH OF PATERNITY LEAVE	2
7	NOTIFICATION IF YOU WANT TO TAKE OPL	3
8	CHANGING LEAVE DATES OR CANCELLING LEAVE	3
9	PATERNITY PAY	4
10	TERMS AND CONDITIONS DURING PATERNITY LEAVE	4
11	ANNUAL LEAVE	5
12	PENSIONS	5
13	RETURNING TO WORK	5
14	FLEXIBLE WORKING REQUESTS	6

1 ABOUT THIS POLICY

- 1.1 This policy outlines employees' entitlement to ordinary paternity leave and sets out the arrangements for taking it.
- 1.2 You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

“Partner” means spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

“Expected Week of Childbirth” means the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

“Expected Placement Date” means the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

3 PERSONNEL RESPONSIBLE FOR THIS POLICY

- 3.1 Our Executive Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Group HR Manager has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review.
- 3.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

4 ANTENATAL APPOINTMENTS

- 4.1 Fathers and partners of pregnant women are entitled to **unpaid**, time off to attend **two** antenatal appointments. If requested, an appointment card must be shown.

5 ENTITLEMENT TO PATERNITY LEAVE

- 5.1 Paternity leave is available when a child is born or placed with you for adoption. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. [Further details of adoption leave are set out in our Adoption Policy.]
- 5.2 You are entitled to ordinary paternity leave (“**OPL**”) if you meet all the following conditions:-
- 5.2.1 You have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.
- 5.2.2 You:
- (a) are the biological father of the child; or
 - (b) are the Partner of the child's mother or of someone who has been matched with a child by an adoption agency.
- 5.2.3 You:
- (a) expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - (b) are the child's biological father and you expect to have some responsibility for the child's upbringing.
- 5.3 The leave is for the purpose of caring for the child, or supporting the child's mother or co-adopter in caring for the child.

6 TIMING AND LENGTH OF PATERNITY LEAVE

- 6.1 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 6.2 OPL can be taken from the date of the child's birth or adoption placement, but must end within 56 days (8 weeks) of the child's placement or birth or the first day of the Expected Week of Childbirth (if born earlier than this).

For the avoidance of doubt, employees cannot begin their period of paternity leave before the child is born or placed with the adopter.

To apply for paternity leave please complete an Employee Paternity or Adopter's Payment Options Form – available on the Intranet or from the HR Department.

7 NOTIFICATION IF YOU WANT TO TAKE OPL

7.1 To take OPL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:-

7.1.1 The Expected Week of Childbirth or the Expected Placement Date;

7.1.2 The date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and

7.1.3 Whether you intend to take one week or two weeks' leave.

7.2 You will be required to submit a signed declaration that you are taking OPL to care for the child or to support the child's mother or co-adopter in caring for the child. A copy of the Inland Revenue Self Declaration Form can be obtained from the HR Department or the Intranet.

7.3 We may require a copy of the child's birth certificate or proof of the child's placement with the adopter.

8 CHANGING LEAVE DATES OR CANCELLING LEAVE

8.1 You may vary the start date of your OPL if you give notice as follows:-

8.1.1 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 before the first day of the Expected Week of Childbirth or the Expected Placement Date.

8.1.2 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 Expected Week of Childbirth or the Expected Placement Date.

8.1.3 If you wish to start your leave on a specific date which is different to the original start date you informed us of, at least 28 days before that date.

8.2 If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

9 **PATERNITY PAY**

9.1 In this paragraph, "**Relevant Period**" means the eight-week period ending with the 15th week before the Expected Week of Childbirth or with the week in which you or your Partner were notified of being matched with the child.

9.2 If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay ("**OSPP**") if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

9.3 OSPP 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 the Payroll Department.

9.4 Paternity options:-

Option 1 – One or two weeks leave, with the first five days being paid at full pay which includes the OSPP and the second week of leave at the statutory rate (OSPP).

Option 2 – One or two weeks leave of OSPP at the statutory rate, plus two further days leave at full pay following on from the OSPP dates.

Option 3 – One or two weeks leave of OSPP at the statutory rate, plus two further days leave at full pay at a future date not following on from the OSPP dates.

10 **TERMS AND CONDITIONS DURING PATERNITY LEAVE**

All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay. In particular:-

10.1 Benefits in kind shall continue;

10.2 Annual leave entitlement under your contract shall continue to accrue; and

10.3 Please contact the Pensions Team on 01324 668574 to discuss your pension options.

11 **ANNUAL LEAVE**

- 11.1 During OPL, annual leave will accrue at the rate provided under your contract.
- 11.2 If you are taking a period of OPL which will continue into the next holiday year, any holiday entitlement for the year that is not taken OR cannot reasonably be taken can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.
- 11.3 You should discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.

12 **PENSIONS**

- 12.1 Please contact the Pensions Team on 01324 668574 to discuss your pension options during OPL.

13 **RETURNING TO WORK**

- 13.1 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover:
 - 13.1.1 updating you on any changes that have occurred during your absence;
 - 13.1.2 any training needs you might have; and
- 13.2 You are normally entitled to return to work following either OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.
- 13.3 However, if you have combined your OPL with a period of:-
 - 13.3.1 additional maternity leave;
 - 13.3.2 additional adoption leave; or
 - 13.3.3 parental leave of more than four weeks,

and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

- 13.4 In any other case, a late return will be treated as unauthorised absence.
- 13.5 If you decide not to return you should give notice of resignation in accordance with your contract.

14 **FLEXIBLE WORKING REQUESTS**

- 14.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

ADOPTION POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	2
2	PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY	2
3	ENTITLEMENT TO ADOPTION LEAVE	2
4	NOTIFICATION REQUIREMENTS	3
5	OVERSEAS ADOPTIONS	3
6	STARTING ADOPTION LEAVE	4
7	ADOPTION PAY	4
8	TERMS AND CONDITIONS DURING ADOPTION LEAVE	5
9	ANNUAL LEAVE	5
10	PENSIONS	6
11	REDUNDANCIES DURING ADOPTION LEAVE	6
12	DISRUPTED ADOPTION	6
13	KEEPING IN TOUCH	6
14	RETURNING TO WORK	7
15	DECIDING NOT TO RETURN	8
16	FLEXIBLE WORKING REQUESTS	8

1 ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency see paragraph 5 below.
- 1.2 This policy only applies to all employees. It does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

2 PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

Our Executive Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Group HR Manager has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review.

- 2.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

3 ENTITLEMENT TO ADOPTION LEAVE

- 3.1 You are entitled to adoption leave if you meet all the following conditions:-
 - 3.1.1 You are adopting a child through a UK or overseas adoption agency.
 - 3.1.2 The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption ("**Expected Placement Date**").
 - 3.1.3 You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
 - 3.1.4 You have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you in writing of the match ("**Qualifying Week**").
 - 3.1.5 Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 3.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave ("**OAL**") and 26 weeks' Additional Adoption Leave ("**AAL**").

4 NOTIFICATION REQUIREMENTS

- 4.1 Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (“**Intended Start Date**”).
- 4.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.
- 4.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

5 OVERSEAS ADOPTIONS

- 5.1 If you are adopting a child from overseas, the following will apply, in addition to the rest of this policy:-
- 5.1.1 You must have received notification that the adoption has been approved by the relevant UK authority (“**Official Notification**”).
- 5.1.2 You must give us notice in writing of:-
- (a) your intention to take adoption leave;
 - (b) the date you received Official Notification; and
- 5.1.3 the date the child is expected to arrive in Great Britain.
- 5.2 This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).
- 5.3 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 5.4 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.
- 5.5 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

6 **STARTING ADOPTION LEAVE**

- 6.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 6.2 If you want to change your Intended Start Date please tell us in writing. You should give us 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 then write to you within 28 days to tell you your new expected return date.
- 6.3 Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

7 **ADOPTION PAY**

- 7.1 Statutory adoption pay ("**SAP**") is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
 - 7.1.1 you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
 - 7.1.2 your average weekly earnings during the eight weeks ending with the Qualifying Week ("**Relevant Period**") are not less than the lower earnings limit set by the government; and
 - 7.1.3 you have given us the relevant notifications under paragraph 4.
- 7.2 SAP 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.
- 7.3 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 7.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

7.4.1 14 days before the Expected Placement Date; or

7.4.2 the day after your employment ends,

whichever is the later.

7.5 If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

7.6 If at the end of the Qualifying Week you have been continuously employed for at least 12 months and have not been on adoption leave or maternity leave during the previous 12 months you will qualify for company adoption pay. This is paid at the rate of your normal basic salary for the first 18 weeks plus 21 weeks at the lower rate of SAP of your adoption leave and includes any SAP that may also be due.

7.7 Payment of company adoption pay is conditional upon you confirming in writing, prior to starting adoption leave that you intend to return to work for at least 3 months after adoption leave. If you do not return to work for this minimum period any company adoption pay (but not SAP) must be repaid.

8 **TERMS AND CONDITIONS DURING ADOPTION LEAVE**

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:-

8.1 benefits in kind shall continue;

8.2 annual leave entitlement under your contract shall continue to accrue (see paragraph 9); and

8.3 pension benefits shall continue (see paragraph 10).

9 **ANNUAL LEAVE**

9.1 Annual leave will accrue at the rate provided under your contract.

9.2 Any holiday entitlement for the year that is not taken OR cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless

your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

- 9.3 You should 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.

10 **PENSIONS**

- 10.1 Please contact the Pensions Team on 01324 668574 to discuss your pension options during OAL or AAL.

11 **REDUNDANCIES DURING ADOPTION LEAVE**

In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

12 **DISRUPTED ADOPTION**

- 12.1 Adoption leave is disrupted if it has started but:

12.1.1 you are notified that the placement will not take place;

12.1.2 the child is returned to the adoption agency after placement; or

12.1.3 the child dies after placement.

- 12.2 In case of disruption your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave or pay would have ended earlier in the normal course of events.

13 **KEEPING IN TOUCH**

- 13.1 We may make reasonable contact with you from time to time during your adoption leave.

- 13.2 You may work (including attending training) on up to ten days ("**Keeping in Touch Days**") during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with your line manager.

- 13.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement OR You may agree with your line manager to receive time off in lieu instead of being paid your normal basic rate of pay for time spent working on a Keeping in Touch Day.
- 13.4 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:-
- 13.4.1 updating you on any changes that have occurred during your absence;
 - 13.4.2 any training needs you might have; and
 - 13.4.3 any changes to working arrangements (for example, if you have made a request to work part time) (see paragraph 14).

14 **RETURNING TO WORK**

- 14.1 We will expect you back at work on your expected return date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.
- 14.2 If you wish to return to work earlier than the expected return date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the expected return date if sooner.
- 14.3 If you wish to return later than the expected return date, you should either:-
- 14.3.1 request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 OR days; or
 - 14.3.2 request paid annual leave in accordance with your contract, which will be at our discretion.
- 14.4 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 14.5 In any other case, late return will be treated as unauthorised absence.
- 14.6 You are normally entitled to return to work in the same position, and with the same terms of employment, as you held before commencing leave. However, if you have taken any period of AAL or more than four weeks' 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.

15 **DECIDING NOT TO RETURN**

- 15.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 15.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 15.3 This does not affect your right to receive SAP.

16 **FLEXIBLE WORKING REQUESTS**

- 16.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

PARENTAL LEAVE POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	PERSONNEL RESPONSIBLE FOR IMPLEMENTING POLICY	1
3	ENTITLEMENT TO PARENTAL LEAVE	1
4	KEY ELEMENTS OF PARENTAL LEAVE	1
5	PARENTAL LEAVE PROCEDURE	1
6	CONDITIONS OF PARENTAL LEAVE	3

1 **ABOUT THIS POLICY**

- 1.1 This policy outlines the arrangements for parental leave.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 **PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY**

- 2.1 Our Executive Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Group HR Manager has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review.
- 2.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

3 **ENTITLEMENT TO PARENTAL LEAVE**

- 3.1 You are entitled to parental leave if you meet all the following conditions:-

All parents with over one year's continuous service will have the right to parental leave for the purposes of caring for a child providing the following criteria are satisfied. This right is also extended to parents matched for adoption through "fostering to adopt".

4 **KEY ELEMENTS OF PARENTAL LEAVE**

- 4.1 Employees – both mothers and fathers – who have completed one year's service with their employers are entitled to up to a maximum of 18 weeks' (unpaid) parental leave to care for their child. Parental leave can be taken up to the child's 18th birthday.
- 4.2 This right also applies to employees who have acquired formal responsibilities for a child e.g. guardians.
- 4.3 Employees are entitled to a total of 18 weeks' leave for each child.

5 **PARENTAL LEAVE PROCEDURE**

- 5.1 Employees are required to give at least 21 days' notice in writing to the Company of their intention to take parental leave;
- 5.2 Parental leave can be taken immediately after the birth or adoption of a child and is additional to the Paternity Leave.

6 CONDITIONS OF PARENTAL LEAVE

- 6.1 No payment will be made in any circumstances for parental leave except that the Company will continue employer's pension contributions during the period of leave, except for employees that are auto enrolled.
- 6.2 Employees who work part-time will receive a pro-rata amount of parental leave;
- 6.3 Applications for parental leave must be made in writing to the employee's Line Manager and employees may be required to provide evidence of parental responsibility in support of their intention to take parental leave;
- 6.4 Applications for parental leave must be for a minimum of one week and in multiples of one week subject to a maximum of 4 weeks a year. Parents of children who are disabled will be able to take leave a day at a time;
- 6.5 Eligible employees may take time off immediately after the birth or adoption provided that they give at least 21 days' notice of the expected week of the birth or adoption;
- 6.6 Where both parents are employed by the Company, each will be entitled to parental leave but both employees may not take parental leave at the same time;
- 6.7 Employees returning from parental leave will return to the job they were employed in before their absence on parental leave;
- 6.8 Employees returning from parental leave which immediately follows additional maternity leave are entitled to return to the job in which they were employed before the absence unless it would:-
- not have been reasonably practicable for them to return to that job following their additional maternity leave period or
 - not have been reasonably practicable for the Company to permit them to return to that job at the end of the period of parental leave.

In those circumstances, the employee will be offered another suitable alternative, if possible.

- 6.9 Employees may be required to postpone the taking of parental leave but this will not be for a period of more than 6 months from the leave date originally notified by the employee. If eligible employees have requested leave immediately after the birth of their child or immediately following placement for adoption and given at least 21 days' notice this cannot be postponed by the Company. Any consideration by the Line Manager to postpone leave must be

discussed with the local HR Department before approaching the employee concerned;

- 6.10 Where an employee returns to work before the expiry of a period of parental leave the employee will have deemed to have taken all of the parental leave granted e.g. if the employee requests one week's parental leave and only, takes 2 days parental leave, the employee is deemed to have taken one week's parental leave;
- 6.11 Where the Company has reason to believe that leave has been taken for a purpose other than caring for a child the employee concerned will be subject to disciplinary action.

SHARED PARENTAL LEAVE (BIRTH) POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	FREQUENTLY USED TERMS	1
3	WHAT IS SHARED PARENTAL LEAVE?	1
4	ENTITLEMENT TO SPL	1
5	OPTING INTO SHARED PARENTAL LEAVE AND PAY	2
6	ENDING YOUR MATERNITY LEAVE	3
7	ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY	4
8	EVIDENCE OF ENTITLEMENT	4
9	NOTIFYING US OF YOUR SPL DATES	5
10	PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL	5
11	CHANGING THE DATES OR CANCELLING YOUR SPL	6
12	SHARED PARENTAL PAY	6
13	OTHER TERMS DURING SHARED PARENTAL LEAVE	7
14	KEEPING IN TOUCH	7
15	RETURNING TO WORK	8

1 ABOUT THIS POLICY

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

“Expected week of childbirth (EWC)” means the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

“Parent” means One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

“Partner” means your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

“Qualifying Week” means the fifteenth week before the EWC.

3 WHAT IS SHARED PARENTAL LEAVE?

- 3.1 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

4 ENTITLEMENT TO SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:-
 - 4.1.1 you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);

- 4.1.2 you are the child's father and share the main responsibility for the care of the child with the child's mother; or
 - 4.1.3 you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- 4.2 The following conditions must also be fulfilled:-
- 4.2.1 you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
 - 4.2.2 the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
 - 4.2.3 you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
- 4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA).
- 4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
- 4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5 **OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:-

- 5.1 your name and the name of the other parent;
- 5.2 if you are the child's mother, the start and end dates of your maternity leave;

- 5.3 if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- 5.4 the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- 5.5 how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 5.6 if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- 5.7 how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 5.8 an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- 5.9 declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

6 **ENDING YOUR MATERNITY LEAVE**

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:-

6.4.1 if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

6.4.2 if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or

6.4.3 if the other parent has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in paragraph 6.4.2.

7 ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:-

7.1 returned to work;

7.2 given her employer a curtailment notice to end her maternity leave;

7.3 given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or

7.4 given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

8 EVIDENCE OF ENTITLEMENT

You must also provide on request:-

8.1 A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and

8.2 The name and address of the other parent's employer (or a declaration that they have no employer).

9 NOTIFYING US OF YOUR SPL DATES

- 9.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.
- 9.2 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11) .

10 PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods of at least a week with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your 1st period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:-
- 10.2.1 choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- 10.2.2 withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

11 **CHANGING THE DATES OR CANCELLING YOUR SPL**

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.
- 11.3 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time but not more than eight weeks after birth. In such cases please notify us in writing of the change as soon as you can.
- 11.4 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 11.5 You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.
- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 10.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:-
 - 11.7.1 the variation is a result of your child being born earlier or later than the EWC;
 - 11.7.2 the variation is at our request; or
 - 11.7.3 we agree otherwise.

12 **SHARED PARENTAL PAY**

- 12.1 ShPP of up to 39 weeks (less any weeks of SMP or MA claimed by the mother) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
- 12.2 You will qualify for company shared parental pay if you have been continuously employed during the 12 month period ending with the Qualifying

Week [and did not take any maternity, adoption or shared parental leave during the 12 months ending with the Qualifying Week.

- 12.3 Company shared parental pay is paid at the full rate of your normal basic salary for the first 18 weeks and at SMP rate for the next 21 weeks and includes any ShPP that may be due for that period. Any company maternity or paternity pay you have received will be counted towards your company shared parental pay entitlement.
- 12.4 Payment of company shared parental pay is conditional upon you confirming in writing, before starting SPL, that you intend to return to work for at least six months after the end your SPL. If you later decide not to return to work for this minimum period, you must repay any company shared parental pay (but not ShPP).

13 **OTHER TERMS DURING SHARED PARENTAL LEAVE**

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 13.3 Please contact the Pensions Team on 01324 668574 to discuss your pension options during SPL.

14 **KEEPING IN TOUCH**

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with [your line manager OR the Human Resources Department.
- 14.3 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 shared parental pay entitlement.

Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15 **RETURNING TO WORK**

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:-
 - 15.3.1 if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - 15.3.2 if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This will have an impact on your entitlement to company shared parental pay (see paragraph 12).

SHARED PARENTAL LEAVE (ADOPTION) POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	FREQUENTLY USED TERMS	1
3	WHAT IS SHARED PARENTAL LEAVE?	1
4	ENTITLEMENT	1
5	OPTING IN TO SHARED PARENTAL LEAVE AND PAY	2
6	ENDING YOUR ADOPTION LEAVE	3
7	ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY	3
8	EVIDENCE OF ENTITLEMENT	4
9	BOOKING YOUR SPL DATES	4
10	PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL	4
11	CHANGING THE DATES OR CANCELLING YOUR SPL	5
12	SHARED PARENTAL PAY	6
13	OTHER TERMS DURING SHARED PARENTAL LEAVE	6
14	KEEPING IN TOUCH	7
15	RETURNING TO WORK	7

1 ABOUT THIS POLICY

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

“Partner” means your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

“Qualifying Week” means the week the adoption agency notifies you that you have been matched with a child for adoption.

3 WHAT IS SHARED PARENTAL LEAVE?

- 3.1 Shared parental leave (SPL) is a form of leave that may be available where an adoption agency places a child with you and/or your partner.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

4 ENTITLEMENT

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:-
 - 4.2.1 you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

- 4.2.2 your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- 4.2.3 you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).
- 4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- 4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.
- 4.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

5 **OPTING INTO SHARED PARENTAL LEAVE AND PAY**

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:-

- 5.1 your name and your partner's name;
- 5.2 if you are taking adoption leave, your adoption leave start and end dates;
- 5.3 if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- 5.4 the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- 5.5 how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 5.6 if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);

- 5.7 how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 5.8 an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- 5.9 declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

6 ENDING YOUR ADOPTION LEAVE

- 6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
- 6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
 - 6.4.1 if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
 - 6.4.2 if your partner has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

7 ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- 7.1 returned to work;
- 7.2 given their employer a curtailment notice to end adoption leave; or
- 7.3 given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

8 **EVIDENCE OF ENTITLEMENT**

You must provide on request:-

- 8.1 One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- 8.2 The name and address of your partner's employer (or a declaration that they have no employer).

9 **BOOKING YOUR SPL DATES**

- 9.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.
- 9.2 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

10 **PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion

period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:-

- 10.2.1 choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- 10.2.2 withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

11 **CHANGING THE DATES OR CANCELLING YOUR SPL**

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave, or the length of the period of leave, by notifying us in writing at least eight weeks before the original start date and the new start date.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 11.4 You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 10.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:-
 - 11.6.1 the variation is a result of the child being placed with you earlier or later than the expected placement date;
 - 11.6.2 the variation is at our request; or
 - 11.6.3 we agree otherwise.

12 **SHARED PARENTAL PAY**

- 12.1 ShPP of up to 39 weeks (less any weeks of SAP claimed by you or your partner) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
- 12.2 You will qualify for company shared parental pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and did not take any maternity, adoption or shared parental leave during the 12 months ending with the Qualifying Week.
- 12.3 Company shared parental pay is paid at the full rate of your normal basic salary for 18 weeks and at rate of SMP for a further 21 weeks and includes any ShPP that may be due for that period. Any company adoption or paternity pay you have received will be counted towards your company shared parental pay entitlement.
- 12.4 Payment of company shared parental pay is conditional upon you confirming in writing, before starting SPL, that you intend to return to work for at least six months after the end your SPL. If you later decide not to return to work for this minimum period, you must repay any company shared parental pay (but not ShPP).

13 **OTHER TERMS DURING SHARED PARENTAL LEAVE**

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 13.3 Please contact the Pensions Team on 01324 668574 to discuss your pension options during SPL.

14 **KEEPING IN TOUCH**

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to 20 “keeping-in-touch” days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 14.3 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 shared parental pay entitlement. Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15 **RETURNING TO WORK**

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:-
 - 15.3.1 if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - 15.3.2 if you took SPL consecutively with more than four weeks of ordinary parental leave.

- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This may have an impact on your entitlement to company shared parental pay.

EMERGENCY FAMILY AND DEPENDANT POLICY

INDEX

Clause No.	Heading	Page No.
1	ABOUT THIS POLICY	1
2	ENTITLEMENT AND CONDITIONS	2

1 **ABOUT THE POLICY**

- 1.1 This policy outlines the arrangements for emergency leave. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 **ENTITLEMENT AND CONDITIONS**

- 2.1 Subject to the conditions of this policy, all employees are entitled to unpaid leave of absence for pressing and important family reasons such as:-

- 2.1.1 To assist where a dependant falls ill, gives birth or is injured or assaulted or to make arrangements for the provision of care for a dependant who is ill or injured.
- 2.1.2 Because of unexpected disruption or termination of arrangements for care of a dependant.
- 2.1.3 To deal with an unexpected incident involving their child whilst the child is in the responsibility of an educational establishment (e.g. at school).

It is anticipated that the extent of leave to be taken in the above circumstances will normally be no more than one or 2 days. Further leave will require to be authorised as further unpaid leave or to be taken as annual leave.

- 2.2 A dependant will be considered as:-

- 2.2.1 A spouse or civil partner;
- 2.2.2 A child;
- 2.2.3 A parent;
- 2.2.4 A person who lives in the same household as the employee who is not a tenant or boarder etc;
- 2.2.5 Any person who reasonably relies on the employee for assistance or to make arrangements when ill or injured.

Requests for family leave must be made to the line manager. Wherever possible such requests should be made in advance. If the reason for the request is family illness a copy of the appropriate medical certificate may be requested.

Where a family related emergency takes place, employees may be required to leave the Company premises at short notice. In all circumstances the employee should advise their Supervisor of their need to leave the premises and an outline of the circumstances. The employee should then notify the Company of the likely length of absence as soon as possible.

Emergency family leave should be recorded on the employee's timesheet as authorised leave without pay.