

# Family Friendly Policies

Group HR



GROUP PLC

Making People *Smile*

## **Family Friendly Policies**

This statement specifies the provisions made in respect of:

- 1) Maternity
- 2) Adoption
- 3) Paternity
- 4) Shared Parental Leave
- 5) Parental Leave
- 6) Dependants Leave
- 7) Flexible Working

A glossary of terms is provided for reference in Appendix 1.

These policies apply to those employed by companies which form part of the Mears Group unless you have been notified that a separate policy or policies apply with respect to your employment. They do not form part of any employee's contract of employment and may be amended at any time.

### **1) MATERNITY**

#### **A) Prior to Maternity Leave**

##### **I. Health and Safety**

It is recognised that pregnant women, women who have recently given birth and women who are breastfeeding, may face special risks to their health and safety at their place of work and therefore need specific protection. A risk assessment will therefore be carried out by a Health and Safety Manager and where practicable, reasonable adjustments to the working environment will be made as appropriate.

It is important that employees take responsibility and notify their manager that they are pregnant as soon as reasonably practicable to ensure that they are not exposed to situations that will put them at risk.

If it is not possible for the employee to continue in her usual job, even when adjustments have been made, and her GP has produced a medical certificate confirming this, then every effort will be made to find suitable alternative work. In the unlikely event that the employee is unable to work because of a statutory health and safety requirement, and no suitable alternative employment is available, she will be entitled to receive normal contractual pay for the period in question or up to the start of her maternity leave, provided that she has not unreasonably refused an offer of suitable alternative work.

##### **II. Antenatal care**

The employee will be allowed paid time-off to attend antenatal care, but will be required to produce an appointment card. They will be expected, whenever possible, to adjust the time of their visits to meet the needs of the organisation.

### **III. Fitness for work**

If an expectant mother wishes to work beyond the 11th week before her EWC she must, if requested, provide a medical statement certifying that she is fit to continue working. She will be permitted to remain at work so long as she is fit for her duties, which may have been adapted in accordance with paragraph 1.I. above. She will not be allowed to return to duty earlier than 2 weeks after her child is born. Upon her return to work the employee will have a Health and Safety risk assessment.

### **IV. Miscarriage**

If a woman miscarries earlier than the 25th week of her pregnancy she will not qualify for maternity leave, Statutory Maternity Pay or Maternity Allowance.

### **V. Stillbirth from the 25th week of pregnancy onwards**

A woman who has a stillbirth from the 25th week of pregnancy onwards would be eligible for maternity leave, Statutory Maternity Pay and Maternity Allowance in the usual way.

### **VI. Birth of a live child before the 25th week of pregnancy onwards**

A woman who gives birth to a live child, even if the child later dies, at any point in her pregnancy will be entitled to maternity leave, Statutory Maternity Pay and Maternity Allowance in the usual way.

### **VII. Birth before the Expected Week of Childbirth and before maternity leave has started**

If a woman gives birth before her EWC and her maternity leave has not already started, then her maternity leave period starts automatically the day after the date of birth. She must notify her employer, as soon as is reasonably practicable, of the date of birth of her child.

### **VIII. Sickness within 4 weeks of the Expected Week of Childbirth**

If the woman is absent from work due to a pregnancy related illness during the 4 weeks before the EWC and before the date she has asked to start her maternity leave, her maternity leave period begins automatically on the first day of absence. This also applies if she has not yet given a date for the start of her maternity leave. She must notify her employer that she is absent from work wholly or partly because of pregnancy, as soon as is reasonably practicable. Time-off for ante-natal care will not trigger this clause.

## **B) Maternity Leave**

### **I. Maternity Entitlements**

To become eligible for maternity entitlements an expectant mother must inform her employer, in writing, at the latest during the 15<sup>th</sup> week before the Expected Week of Childbirth of the following:

- the fact she is pregnant;
- the Expected Week of Childbirth;
- the date she intends to start her maternity leave, which cannot commence before the beginning of the 11th week before the Expected Week of Childbirth.

She must produce a maternity certificate (MATB1) which indicates the EWC and provide written notice of the start date of her maternity leave.

Note: an employee cannot work immediately after childbirth; this period of Compulsory Maternity Leave lasts for two weeks from the date of childbirth. All entitlements and conditions which apply during Ordinary Maternity Leave will continue throughout Compulsory Maternity Leave.

### **II. Maternity Leave**

All expectant mothers are entitled to 52 weeks maternity leave, made up of 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave.

### **III. Maternity Pay**

Women, who have been employed for at least 26 weeks at the 15th week before the EWC and earn over the National Insurance threshold, are entitled to Statutory Maternity Pay. This is at a rate of 90% of average earnings for the first six weeks of maternity leave followed by the Standard Rate for the next 33 weeks, or 90% of their average weekly earnings, whichever is less.

Note - Statutory Maternity Pay is calculated using the average of the salary earned in the eight weeks prior to the 15<sup>th</sup> week before the EWC.

Women who do not have the service qualification for Statutory Maternity Pay may be eligible for a Maternity Allowance, payable by JobCentre Plus.

Note – Maternity pay is calculated by the number of Saturdays in the month and for the purpose of maternity pay the week starts on a Sunday. For example, if the employee is paid monthly and there are 5 Saturdays in the month she will receive 5 weeks pay.

### **IV. Contact During Maternity Leave**

The Company may make reasonable contact with the employee and in the same way; the employee may make contact with the Company.

Contact can be made in any way that best suits either party for example, by telephone, email, letter or visit and the employee should discuss this with her line manager or HR before she starts her maternity leave. It would also be helpful to discuss how best to stay in touch, how often, who will initiate contact and the reasons for making contact. It is accepted that some women will be happy to stay in close touch with the workplace and will not mind frequent contact, whereas others will prefer to keep such contact to a minimum. In any event, the employee will be informed of promotion opportunities and other information relating to her job that she would normally be made aware of if she were at work.

## **V. Keeping in Touch Days**

Up to 10 days work - known as Keeping in Touch Days - may be undertaken during the maternity leave period (except during the first 2 weeks after the baby is born) by agreement on both sides. These days are different to the reasonable contact that the employee may have with her manager, as described above. Keeping in Touch Days may include activities that would ordinarily be classed as work under the contract of employment, which could be particularly useful for the employee to attend such as training, a team meeting or a conference. Line managers are expected to give the employee as much notice as is reasonably possible if they wish the employee to work on a Keeping in Touch Day.

Line managers cannot insist that the employee attends Keeping in Touch Days if she does not wish to, nor does the employee have the right to work Keeping in Touch Days if the line manager does not agree to them. If the employee turns down the opportunity to work a Keeping in Touch Day, she is entitled to do so without suffering any detriment or dismissal.

Any days worked will be paid, as per the employee's contract of employment; this will not have an affect on Statutory Maternity Pay.

## **VI. Annual leave during maternity leave**

Annual leave is accrued during both Ordinary Maternity Leave and Additional Maternity Leave in the same way, and at the same time, as if the employee is at work.

Once maternity leave has started, it cannot be interrupted by annual leave.

## **VII. Return to work**

It will be assumed that the employee will take her full entitlement to maternity leave unless she notifies the Company of her intention to return earlier.

If an employee intends to return to work before the end of her full maternity leave entitlement of 52 weeks she must give her employer at least 8 weeks notice, in writing, of the date of her return to work.

An employee who has notified the Company that she wishes to return to work before the end of her maternity leave is entitled to change her mind, however any change should be made in

writing giving 8 weeks notice of the new later date of return at least 8 weeks before the earlier date.

If an employee attempts to return to work earlier than the end of her maternity leave without giving the Company 8 weeks notice, then the Company may postpone her return until the full 8 weeks notice has been given. The employer may not, however, postpone her return to a date later than the end of her maternity leave period.

An employee who returns to work after having given birth in the previous 6 months or is breastfeeding, a risk assessment will be carried out by a Health and Safety Manager and, where practicable, reasonable adjustments to the working environment will be made as appropriate.

### **Return to work after Ordinary Maternity Leave**

An employee returning from Ordinary Maternity Leave in accordance with the provisions above is entitled to return to the same job on the same terms and conditions as if she has not been absent, unless a redundancy situation has arisen. The employee is also entitled to benefit from any general improvements to the rate of pay or other terms and conditions which may have been introduced for her grade or class of work during her absence and which would have been applicable if they had not been on maternity leave.

### **Return to work after Additional Maternity Leave**

An employee who returns to work after Additional Maternity Leave in accordance with the provisions above, including the notification provisions, is also entitled to return to the same job on the same terms and conditions as if she had not been absent, unless a redundancy situation has arisen. If, however, there is some reason other than redundancy why it is not reasonably practicable for her employer to take her back in her original job, she is entitled to be offered suitable alternative work.

The contract of employment continues throughout Additional Maternity Leave. The Employment Relations Act 1999 provides that the following terms and conditions, as set out below, apply:-

The employee:

- is entitled to benefit from her employer's implied obligation to her of good faith, trust and confidence;
- is entitled to receive whatever period of notice her contract provides for if her employment is terminated;
- must give her employer the notice provided for by her contract of employment if she is terminating her employment;
- is entitled to any contractual payments if made redundant;
- continues to be bound by the terms in her contract relating to:
  - disclosure of information,
  - acceptance of gifts or other benefits,
  - participation in any other business; and
  - disciplinary and grievance procedures.

An employee who does not wish to return to work after Maternity Leave must give her employer the notice required by her contract of employment. If an employee is unable to return to work at the end of Maternity Leave due to sickness, the normal contractual arrangements for sickness absence apply.

## **2) ADOPTION**

Employees adopting a child are entitled to statutory adoption benefits as outlined below.

### **I. Eligibility**

To qualify for Adoption Leave the employee must be newly matched with a child for adoption by an approved adoption agency.

Adoption benefits will be available to an individual employee who adopts or to one member of a couple where a couple adopts jointly (in the latter case the couple must specify which partner receives adoption benefits).

Adoption Leave will be available to those adopting children up to 18 years of age, as long as the child is newly placed for adoption.

Adoption Leave applies to those adopting children overseas as well as in the UK.

Only one period of Adoption Leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

### **II. Leave of absence**

All adoptive parents will be entitled to paid time off to attend the requisite formalities, including court appearances required by adoption proceedings. For this leave of absence to be granted employees should produce evidence of the requirement to attend.

### **III. Notification**

Adopting parents wishing to benefit from these provisions are asked to give the maximum possible notice, in order that alternative arrangements can be made to cover necessary work.

Employees must give their manager notice of their intention to take adoption leave within 7 days of being notified by their adoption agency that they have been matched with a child for adoption.

Employees who wish to receive adoption benefits are asked to produce the 'Matching Certificate' which their adoption agency will provide.

To qualify for adoption pay, an employee must give their manager at least 28 days notice, in writing, of the start date of adoption leave (unless this is not reasonably practicable).

### **IV. Adoption Leave**

Adoption leave can start up to 14 days before the child is placed or on the day the child is placed with the employee.

If the child's placement ends during the adoption leave period, the adopter can continue adoption leave for up to eight weeks after the end of the placement.

All adopters are entitled to 52 weeks adoption leave, made up of 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave.

#### **V. Adoption Pay**

Employees who have been employed for at least 26 weeks at the date the employee is told that they have been matched with a child who earn over the National Insurance threshold are entitled to Statutory Adoption Pay. This is paid at the Standard Rate for the 39 weeks, or 90% of their average weekly earnings, whichever is less.

#### **VI. Contact During Adoption Leave**

The Company may make reasonable contact with the employee and in the same way; the employee may make contact with the Company.

Contact can be made in any way that best suits either party for example, by telephone, email, letter or visit and the employee should discuss this with his/her line manager or HR before he/she starts adoption leave. It would also be helpful to discuss how best to stay in touch, how often, who will initiate contact and the reasons for making contact. It is accepted that some individuals will be happy to stay in close touch with the workplace and will not mind frequent contact, whereas others will prefer to keep such contact to a minimum. In any event, the employee will be informed of promotion opportunities and other information relating to his/her job that he/she would normally be made aware of if he/she were at work.

#### **VII. Keeping in Touch Days**

Up to 10 days work - known as Keeping in Touch Days - may be undertaken during the adoption leave period by agreement on both sides. These days are different to the reasonable contact that the employee may have with their line manager, as described above. Keeping in Touch Days may include activities that would ordinarily be classed as work under the contract of employment, which could be particularly useful for the employee to attend such as training, a team meeting or a conference. Line managers are expected to give the employee as much notice as is reasonably possible if they wish the employee to work on a Keeping in Touch Day.

Line managers may not require employees to work during adoption leave if they do not wish to, nor does the employee have the right to work Keeping in Touch Days if their line manager does not agree to them. If the employee turns down the opportunity to work a Keeping in Touch Day, he/she is entitled to do so without suffering any detriment or dismissal.

Any days worked will be paid, as per the employee's contract of employment; this will not have an affect on Statutory Adoption Pay.

#### **VIII. Annual Leave during adoption leave**

Annual leave is accrued during both Ordinary Adoption Leave and Additional Adoption Leave in the same way, and at the same time, as if the employee is at work.

Once adoption leave has started, it cannot be interrupted by annual leave.

## **IX. Return to work**

It will be assumed that the employee will take his/her full entitlement to adoption leave unless he/she notifies the Company of his/her intention to return earlier.

If an employee intends to return to work before the end of the full adoption leave entitlement he/she must give the Company at least 8 weeks notice, in writing, of the date of his/her return to work.

An employee who has notified the Company that he/she wishes to return to work before the end of the adoption leave is entitled to change his/her mind, however any change should be made in writing giving 8 weeks notice of the new later date of return at least 8 weeks before the earlier date.

If an employee attempts to return to work earlier than the end of the adoption leave without giving the Company 8 weeks notice, then the Company may postpone his/her return until the full 8 weeks notice has been given. The employer may not, however, postpone the return to a date later than the end of the adoption leave period.

### **Return to work after Ordinary Adoption Leave**

If the employee returns to work after Ordinary Adoption Leave, he/she is entitled to return to the same job on the same terms and conditions of employment as if he/she had not been absent, unless a redundancy situation has arisen. The employee is entitled to benefit from any general improvements to the rate of pay or other terms and conditions which may have been introduced for his/her grade or class of work during his/her absence and which would have been applicable if he/she had not been on adoption leave.

If an employee does not wish to return to work after Ordinary Adoption Leave he/she must give the employer the notice required by his/her contract.

If an employee is unable to return to work at the end of Ordinary Adoption Leave due to sickness, the normal contractual arrangements for sickness absence will apply.

### **Return to work after Additional Adoption Leave**

An employee who returns to work after Additional Adoption Leave in accordance with the provisions above, including the notification provisions, is also entitled to return to the same job on the same terms and conditions as if they had not been absent, unless a redundancy situation has arisen. If, however, there is some reason other than redundancy why it is not reasonably practicable for the employer to take them back in the original job, he/she is entitled to be offered suitable alternative work.

If an employee does not wish to return to work after Additional Adoption Leave he/she must give the employer the notice required by his/her contract.

If an employee is unable to return to work at the end of Additional Adoption Leave due to sickness, the normal contractual arrangements for sickness absence will apply.

### **3) PATERNITY**

Statutory paternity benefits give eligible employees the right to take Statutory Paternity Leave and receive Statutory Paternity Pay following the birth or adoption of a child.

#### **I. Statutory Paternity Leave**

Employees need to satisfy the following conditions in order to qualify for Statutory Paternity Leave. They must:

- have or expect to have responsibility for the child's upbringing;
- be the biological father of the child or the mother's husband or partner; and
- have worked continuously for the Company for 26 weeks leading into the 15<sup>th</sup> week before the baby is due.

Eligible employees are entitled to choose to take either one week or two consecutive week's paternity leave. Please note that this provision cannot be split into individual days or separate weeks. Statutory Paternity Leave must be completed within 56 days of the date of birth of the child. If you start a period of Shared Parental Leave, you will lose any untaken Paternity Leave entitlement.

#### **II. Paternity Pay**

Statutory Paternity Pay will be paid for either one or two consecutive weeks as the member of staff has chosen. Statutory Paternity Pay is paid at the Standard Rate to eligible employees.

#### **III. Notification**

The employee must inform their manager of their intention to take paternity leave by the 15<sup>th</sup> week before the baby is due, unless this is not reasonably practicable. They will need to tell their manager:

- the week the baby is due;
- whether they wish to take one or two weeks leave; and
- when they want their leave to start.

Employees will be able to change their mind about the date on which they want their leave to start providing they tell their manager at least 28 days in advance and in writing (unless this is not reasonably practicable).

The employee will be asked to produce a copy of the MATB1 form and to complete Form SC3 available via the website [www.gov.uk](http://www.gov.uk) as evidence of their entitlement to Statutory Paternity Pay.

If the employee is adopting a child, they must give their manager notice that they intend to take paternity leave within seven days of being notified that they have been matched with a child.

#### **4) SHARED PARENTAL LEAVE**

Shared Parental Leave (SPL) provides eligible parents with more flexibility on how to share the care of their child during the first year of birth or adoption. An employee may be eligible for SPL if their child is due to be born (or in the case of adoption, is matched) on or after 5 April 2015. All eligible employees have a statutory right to take Shared Parental Leave (SPL) and there may also be an entitlement to Shared Parental Pay (ShPP).

##### **I. Eligibility**

SPL can only be used by two people, both of whom must share the main responsibility for the care of the child at the time of the birth/placement for adoption:

- the mother/adopter **and**
- one of the following:
  - father of the child (in the case of birth) or
  - spouse, civil partner or partner of the child's mother/ adopter.

Additionally, an employee seeking to take SPL must satisfy each of the following criteria:

- a) the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- b) the employee must still be working for the Company at the start of a period of SPL;
- c) the employee must have a minimum of 26 weeks' service at the end of the 15th week before the child's due date/matching date;
- d) the employee's partner must have worked for at least 26 weeks of the 66 weeks leading up to the child's expected due date/matching date and earned an average of at least £30 a week (this is correct as of 2015 but may change annually) during 13 of those weeks ("employment and earnings test");
- e) the employee must correctly notify the Company of their entitlement and provide evidence as required.

##### **II. Entitlement**

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother/adopter on maternity/adoption leave (or the weeks in which the mother/adopter has been in receipt of Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP) or Maternity Allowance (MA)).

SPL can commence as follows:

- the mother/adopter can take SPL after taking the legally required two weeks of maternity leave immediately following the birth of the child/at least two weeks of adoption leave;
- the father/partner/spouse can take SPL immediately following the birth/placement of the child provided the mother/adopter has given a curtailment notice (see below), but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

### **III. Ending Your/Your Partner's Maternity/Adoption Leave – Curtailment Notice**

An employee who wants to opt into SPL and is the child's mother/adopter, must give the Company at least 8 weeks' written notice to end their maternity/adoption leave on a specified date (a curtailment notice). The notice can be given before or after the employee gives birth/is matched, although maternity leave cannot end until at least 2 weeks' after birth.

Provided a curtailment notice has been given, the other parent may be eligible to take SPL from their employer before the mother/adopter's maternity/adoption leave ends.

The curtailment notice is binding and can usually only be revoked if maternity/adoption leave has not yet ended and one of the following applies:

- a) the employee realises that neither they nor the other parent are in fact eligible for SPL or ShPP, in which case the notice can be revoked up to 8 weeks after it was given;
- b) the curtailment notice was given before giving birth/matching date, you can revoke it in writing up to 8 weeks after it was given, or up to 6 weeks after birth/matching date, whichever is later; or
- c) if the other parent has died.

An employee who wants to opt into SPL and is not the child's mother/adopter will only be able to do so once the mother/adopter has either:

- a) returned to work;
- b) given their employer a curtailment notice to end their maternity/adoption leave or, if entitled to SMP or SAP but not maternity/adoption leave, notice to end their SMP/SAP;
- c) given the benefits office a curtailment notice to end their MA, if not entitled to maternity/adoption leave or SMP/SAP.

### **IV. Notifying the Company of an entitlement to Shared Parental Leave**

Not less than eight weeks before the date an employee intends to take any period of SPL, they must give their line manager notification of their entitlement and intention to take SPL by completing the Shared Parental Leave Notification Form IMSF060AK and providing signed declarations concerning the information provided.

## **V. Evidence of Eligibility**

The employee must also provide on request:

- a) in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- b) in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the Company's request.

## **VI. Fraudulent claims**

The Company can, where there is a suspicion that fraudulent information may have been provided or where the Company has been informed by HMRC that a fraudulent claim was made, investigate the matter further in accordance with the usual company investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

## **VII. Booking Shared Parental Leave**

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

The employee must book SPL by submitting a completed Shared Parental Leave Notification Form IMSF060AK at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

The employee has the right to submit up to a maximum of three notifications specifying leave periods they are intending to take.

In general, a period of leave notice should set out a single continuous block of leave. The Company 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 but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

## **VIII. Responding to a Shared Parental Leave notification**

Once the HR Department receives the Shared Parental Leave Notification Form, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

All notices for continuous leave will be confirmed in writing.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the Company against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, the Company may propose a modified version of the request.

#### **IX. Variations to arranged Shared Parental Leave**

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Company in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave up to three times by one. However, a change as a result of a child being born early, or as a result of the Company requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the Company.

#### **X. Statutory Shared Parental Pay (ShPP)**

Eligible employees 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/adopter reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- the employee must intend to care for the child during the week in which ShPP is payable;

- the employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15<sup>th</sup> week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- the employee must remain in continuous employment until the first week of ShPP has begun;
- the employee must give proper notification in accordance with the rules set out below.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the Company should they cease to be eligible.

It must be accompanied by a signed declaration from the employee's partner confirming:

- their agreement to the employee claiming ShPP and for the Company to process any ShPP payments to the employee;
- (in the case whether the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case whether the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

## **XI. Terms and conditions during Shared Parental Leave**

During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

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

## **XII. Contact during Shared Parental Leave**

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

## **XIII. Keeping in Touch Days**

An employee can agree to work for the Company (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "keeping-in-touch" (KIT) days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

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

## **XIV. Returning to work after Shared Parental Leave**

The employee will have been formally advised in writing by the Company of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the Company otherwise.

If the employee wishes to return to work earlier than the expected return date, they must provide at least eight weeks prior written notice to vary the leave and their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the employee will not be able to end their SPL without the Company's agreement.

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

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

## **5) PARENTAL LEAVE**

### **I. Entitlement to Parental Leave**

To take a period of Parental Leave in relation to a child, the employee must:

- have at least one year's continuous employment;
- have or expect to have responsibility for the child; and
- be taking the leave to spend time with or otherwise care for the child.

An employee has responsibility for a child if they:

- a) are the child's biological mother or father (whether or not you are living with the child);
- b) are the child's adoptive parent; or
- c) otherwise have legal responsibility for the child (e.g. child's guardian or step-parent who has a parental responsibility agreement).

### **II. Amount of Parental Leave**

An employee is entitled to 18 weeks unpaid leave in respect of any one child.

Parental leave can be taken in blocks of one week, with a maximum of four weeks Parental Leave being taken in any one year in respect of an individual child, unless the leave is to be taken with respect to a disabled child in which case Parental Leave can be taken in blocks or multiples of one day. For the purpose of this policy, a disabled child means a child who is entitled to disability living allowance, armed forces independence allowance or personal independence payment.

The year is the period of 12 months beginning on the date on which the employee first became entitled to take Parental Leave in respect of the child in question and each successive period of 12 months on the anniversary of that date.

### **III. Definition of Leave**

The definition of a week's leave is the same as for a week of annual leave.

#### **IV. Benefits during Parental Leave**

An employee who takes Parental Leave is entitled, during the period of leave, to the benefit of the Company's implied obligation to him/her of trust and confidence and any terms and conditions of his/her employment relating to:

- a) notice of termination of the employment contract by his/her employer;
- b) compensation in the event of redundancy; or
- c) disciplinary or grievance procedures,

and is bound during that period by his/her implied obligations to the Company of good faith and any terms and conditions of his/her employment relating to:

- a) notice of termination of the employment contract by him/her;
- b) the disclosure of confidential information;
- c) the acceptance of gifts or other benefits; or
- d) the employee's participation in any other business.

#### **V. Right to Return**

An employee who takes Parental Leave for a period of four weeks or less, other than immediately after taking Additional Maternity Leave, is entitled to return from Parental Leave to the job in which he/she was employed before his/her absence.

An employee who takes Parental Leave for a period of four weeks or less immediately after Additional Maternity Leave or Additional Adoption Leave is entitled to return to the job in which he/she was employed before his/her absence unless:

- a) it would not have been reasonably practicable for the employee to return to that job if she had returned at the end of her Additional Maternity Leave period; and
- b) it is not reasonably practicable for the employer to permit the employee to return to that job at the end of their period of Parental Leave.

Otherwise, the employee is entitled to return to another job which is both suitable and appropriate for the employee to do in the circumstances. This provision does not apply should a redundancy situation arise.

#### **VI. Terms and Conditions upon return to work**

The member of staff has a right to return to terms and conditions and to remuneration not less favourable than those which would have been applicable to him/her had he/she not been absent from work.

## **VII. Evidence of Eligibility**

The employer may request from the member of staff evidence of his/her eligibility for Parental Leave, which could be evidence of:

- a) the employee's responsibility or expected responsibility for the child in respect of whom the employee proposes to take Parental Leave;
- b) the child's date of birth or the date of placement for adoption;
- c) the child's entitlement to Disability Living Allowance.

## **VIII. Notification**

The employee is required to give his/her manager written notice of the period of leave he/she proposes to take as Parental Leave.

The notice must specify the dates on which the period of leave is to begin and end and must be given at least 21 days before the date on which the period is to begin.

The employer can postpone the leave for up to 6 months where the business would be particularly disrupted if the Parental Leave were taken at the time requested, unless the employee is taking leave immediately after the child's birth (or the placement of the child with the employee for adoption) or the postponement would result in the leave being taken after the child's 18<sup>th</sup> birthday.

## **IX. Annual Leave**

An employee will continue to accrue annual leave during periods of Parental Leave.

## **X. Entitlement to Parental Leave for employees who have transferred into the Company**

Members of staff who transfer into the organisation from another employer, having an outstanding entitlement to some Parental Leave, will be required to provide a reference from the previous employer in order to verify the extent of the outstanding entitlement. Parental Leave will be recorded along with annual leave.

## **XI. Dishonest Applications**

If an employee attempts to claim Parental Leave dishonestly, he/she will be subject to the Company's disciplinary procedures.

## 6) DEPENDANTS LEAVE

### I. Introduction

Dependants Leave allows an employee to take a reasonable amount of unpaid time off work to deal with certain unexpected or sudden emergencies and to make any longer term arrangements.

### II. Definition

A dependant is an employee's spouse, partner, child or parent. It also includes someone who lives in the same household as the employee. For example, this could include a grandparent who lives in the employee's household. It does not include tenants or boarders living in the family home, or someone who lives in the employee's household as an employee.

In cases of illness or injury, or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or the only person who can help in an emergency; for example, an aunt who lives nearby who the employee looks after outside work who falls ill unexpectedly, or an elderly neighbour living alone who falls and breaks a leg, where the employee is the closest on hand at the time of the fall.

### III. Entitlement to Dependants Leave

An employee of the Company is entitled to take unpaid time off to deal with an emergency. There is no qualifying period; an employee is entitled to this right from day one of starting work for the Company.

### IV. Circumstances where Dependants Leave applies

An employee can take Dependants Leave to deal with an unexpected or sudden problem and make any necessary longer term arrangements. This includes:

- ***If a dependant falls ill, or has been injured or assaulted***  
The illness or injury need not necessarily be serious or life threatening, and may be mental or physical. The illness or injury may be a result of a deterioration of an existing condition. The right to time off is also available where a dependant has been assaulted but is not injured: for example, where a dependant is a victim of a mugging incident, but has not been physically hurt.
  
- ***To deal with the death of a dependant***  
When a dependant dies, paid leave is offered in certain circumstances. Please refer to the section on Compassionate Leave in the Authorised Leave Guide.

- ***To deal with an unexpected disruption or breakdown of care arrangements for a dependant***  
Time off can be taken where the normal carer of the dependant is unexpectedly absent.
- ***To deal with an unexpected incident involving the employee's child during school hours***  
An employee can take time off to deal with an incident involving their child during school hours.

## **V. Informing the Company**

The employee must inform their immediate Supervisor/Manager as soon as is practicable, telling them the reason for their absence and how long they expect to be away from work. If it is not possible to inform their supervisor/manager, then they must inform HR.

## **VI. Amount of time off**

The employee is entitled to take a reasonable amount of time off in the circumstances set out above. What is reasonable will vary according to the circumstances of the emergency. For most cases one or two days should be sufficient to deal with the problem.

## **VII. Pay**

Time off in these circumstances is unpaid unless otherwise stated in the Company's Authorised Leave policy.

## **VIII. What to do if I am not happy**

In the event of a dispute over the amount of Dependants Leave granted, any differences should be raised with HR or the employee's line manager in the first instance and, if necessary, resolved through the Company's normal grievance procedures.

## **IX. Abuse of the right**

If the Company thinks that the right is being abused, the situation will be dealt with in accordance with the disciplinary procedure.

## **X. Time off in other circumstances**

The Company may, at its discretion, allow the employee to take time off in other circumstances. This will need to be agreed by the employee's manager and each case will be assessed on an individual basis.

## **7) FLEXIBLE WORKING**

### **I. Introduction**

Flexible working refers to the adjustment of an employee's working hours, time of work and/or place of work in order to give employees the opportunity to balance their home and work responsibilities. A request for flexible working under the statutory scheme can be made for any reason.

This Policy sets out the requirements and procedures for an employee requesting a variation to their contract of employment and the Company's obligations in dealing with that request, in accordance with the Flexible Working Regulations 2014.

### **II. Eligibility**

To be eligible to apply for flexible working the individual must:

- be an employee;
- not be an agency worker;
- not be an employee shareholder; and
- have at least 26 weeks continuous employment at the date the request is made.

Only one request can be made in any 12 month period under the statutory scheme.

### **III. Making a Request for Flexible Working**

All applications should be made, in writing, on the appropriate Flexible Working Request Form IMSF060AJ and submitted to HR.

An application for flexible working must specify the flexible working pattern applied for and the date on which it is proposed the change should become effective, giving the Company reasonable time to consider the proposal and implement it (where applicable). It should also explain why the request has been made and what effect, if any, the employee thinks the proposed change would have on the Company and how, in their opinion, any such effect might be dealt with. The employee should also state if a previous request has been made and the date of this request.

The onus of making an application lies with the employee.

Careful consideration should be made prior to submitting an application as to the possible changes in salary (if a reduction in working hours results), and to ensure the proposed hours best suit both the employee and the department.

An application will be considered to have been made on the date it is received by HR.

The Company is not obliged to consider any further application for flexible working within 12 months of having received the previous one.

#### **IV. Incomplete Applications**

If the employee fails to provide all the required information as stated above, HR will ask the employee to resubmit their application when complete. The Company is not obliged to consider the application until it is complete and resubmitted.

#### **V. Response to the Application**

The employee's request will always be dealt with in a reasonable manner.

HR will arrange and convene a meeting to discuss the request to work flexibly within 28 days of receiving the application.

If the Company agrees to the terms of the application and notifies the employee accordingly within 28 days of receiving the application then a meeting will not be necessary. The employee will be notified in writing confirming the effective date and outlining the changes to the working pattern.

#### **VI. Accompaniment at the Meeting**

The employee may be accompanied at the meeting by an accredited representative of a recognised trade union or a workplace colleague. The person accompanying the employee is permitted to address the meeting, but not to answer questions on behalf of the employee, and is permitted to confer with the employee during the meeting.

If an employee's chosen companion is not available for the proposed meeting time, and the employee proposes an alternative which is convenient for everyone and falls within seven days of the proposed meeting, then the Company will change the meeting to the time suggested by the employee. If the proposed time is not convenient for all parties, then HR will arrange an alternative time to convene the meeting.

The Company will permit a worker to take time off during working hours for the purpose of accompanying an employee in accordance with a flexible working request.

#### **VII. Response to the Meeting**

The Company must provide written notification to an employee informing them of their decision concerning a request for flexible working within 14 days of the meeting.

If a request is accepted or a compromise agreed the Company will notify the employee, in writing, of the new working pattern and the date from which the new working pattern is to take effect, ensuring the letter is signed and dated.

Any changes made to the employee's working pattern will be permanent, unless otherwise stated and a Variation Form will be completed by the manager. A trial period may be agreed as a temporary variation to the contract.

If the request is rejected the Company will notify the employee in writing, stating the business grounds for refusing the request, the reason why the business grounds for refusal apply in the circumstances and details of the employee's right to appeal.

### **VIII. Grounds for Refusal**

An application for flexible working can only be refused where there is a clear business reason. The business grounds for refusing a request must be from one of those listed below, as set out in the statutory regulations:

- burden of additional cost
- detrimental effect on ability to meet customer demand
- inability to reorganise work among existing staff
- inability to recruit additional staff
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods the member of staff proposes to work or
- planned structural changes.

In addition, the Company must include an explanation and key facts about why the business grounds apply in the circumstances

The Company may also refuse a request if the employee is not eligible or fails to comply with the procedure.

### **IX. Right to Appeal**

An employee has the right to appeal the decision within 14 days of being notified of the outcome. An appeal must be made in writing, setting out the grounds of appeal and be signed and dated.

The Company will hold a meeting with the employee to discuss the appeal within 14 days of receiving the notice of appeal. The employee has the right to be accompanied at the meeting by an accredited representative of a recognised trade union or a workplace colleague.

The Company will provide the outcome of the appeal in writing within 14 .

### **X. Failure to Attend**

Employees unable to attend the scheduled meeting or appeal hearing should contact HR as soon as they know this to be the case to explain their absence and to allow the meeting to be rearranged for a mutually convenient time.

If the employee fails to attend the meeting or appeal hearing without notification or a reasonable explanation more than once, then the Company may treat the application as withdrawn and if this is the case will write to the employee to confirm this.

#### **XI. Withdrawn Requests**

An employee can withdraw a request for flexible working at any time after it has been made. An employee request may also be treated as withdrawn as per Section X. Failure to attend as detailed above.

Should a request be withdrawn or treated as withdrawn, the employee will be unable to make another request under the statutory scheme for 12 months from the date of the initial request.

#### **XII. Extension of Time Limits**

The Company must notify the employee of the outcome of the request including any decision relating to an appeal within 3 months of the initial request or such longer period as the parties may agree.

There may be circumstances where the Company or the employee, require more time to come to a decision than those laid out in the procedure. The Company and the employee can extend the time limits for carrying out the procedures relating to a request for flexible working, which will be recorded in writing. HR will notify the employee in writing of the date on which the extension will end.

Where a manager is absent from work on annual leave or on sick leave on the day on which the application is sent, an automatic extension applies. The meeting to discuss the request for flexible working will commence on the day the manager returns to work or 28 days after the application is made, whichever is sooner.

## APPENDIX 1

### GLOSSARY OF TERMS:

**Additional Adoption Leave** - The period of 26 weeks, taken immediately after Ordinary Adoption Leave.

**Additional Maternity Leave** – The period of 26 weeks, taken immediately after Ordinary Maternity Leave.

**Compulsory Maternity Leave** – The period after the baby is born in which an employee cannot return to work.

**EWC** – Expected Week of Childbirth - the week, beginning on a Sunday, in which the baby is due

**Ordinary Adoption Leave** – The period of 26 weeks that those adopting a child are entitled to.

**Ordinary Maternity Leave** – The period of 26 weeks that all expectant mothers are entitled to.

**MATB1** – The certificate, provided by the midwife or GP, which indicates when the baby is due. This must be provided to the employer to receive maternity benefits.

**Matching Certificate** – The certificate, provided by the adoption agency, that indicates when the child is due to be adopted. This needs to be provided to the employer to receive adoption benefits.

**Maternity Allowance** – A payment that may be made by JobCentre Plus if a woman is not entitled to Statutory Maternity Pay.

**Standard Rate** – The rate paid during Ordinary Maternity Leave, Ordinary Adoption Leave and Statutory Paternity Leave.

**Statutory Adoption Pay** - Payment of 6 weeks at 90% of earnings followed by a set number of weeks at the Standard Rate or 90% of average weekly earnings if this is less than the Standard Rate.

**Statutory Maternity Pay** – Payment of 6 weeks at 90% of earnings followed by a set number of weeks at the Standard Rate or 90% of average weekly earnings if this is less than the Standard Rate.

**Statutory Paternity Leave** – A period of 1 or 2 weeks that can be taken within 56 days of the child's birth.

**Statutory Paternity Pay** – Statutory payment of 1 or 2 weeks paid at the Standard Rate

**Qualifying Week** – The fifteenth week beginning with the EWC.