

Employee Handbook



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Employee handbook

1. Introduction

1.1 Marvel Payroll (“the Company”) are an employment intermediary who supply labour to employment businesses.

1.2 The Company is an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

2. Using the Employee Handbook

2.1 This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for the Company. You should familiarise yourself with it and comply with it. Any questions you may have regarding its contents or what you have to do to comply with it should be referred to the Human Resources Department.

2.2 The policies and procedures set out in this handbook apply to all Employee’s unless otherwise indicated. They do **not** form part of the terms of your contract with us, which are provided to you separately.

3. Responsibility for the Employee Handbook

3.1 The Employee Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

3.2 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all Employee’s understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

4. Personal data

4.1 Whenever the Company process personal data about you in connection with the Company’s policies, the Company will process it in accordance with its Privacy Notice which can be found at <https://marvelpayroll.co.uk/privacy-policy/> The Company will only process your personal data if the Company have a lawful basis for doing so. The Company will notify you of the purpose or purposes for which the Company use it.

5. Emergency contact details

- 5.1 The Human Resources Department is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. You should advise us of any changes straight away. This information is held in confidence and will only be used when needed.

Schedule 1

Dress code

1. About this policy

- 1.1 The Company encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that the Company:
- (a) promote a positive and professional image;
 - (b) respect the needs of men and women from all cultures and religions;
 - (c) make any adjustments that may be needed because of disability;
 - (d) take account of health and safety requirements; and
 - (e) help managers decide what clothing it is appropriate to wear to work.

2. Appearance

- 2.1 While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 Different clients may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is important that you dress in a manner appropriate to your working environment and the type of work you do.
- 2.4 Where the Company provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.
- 2.5 You should not wear clothing or jewellery that could present a health and safety risk.

3. Religious and cultural dress

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary the Human Resources Department] can give further information and guidance on cultural and religious dress in the workplace.

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3.3 Priority is at all times given to health and safety requirements.

Schedule 2

Equal opportunities policy

1. Equal opportunities statement

- 1.1 Marvel Payroll is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

2. About this policy

- 2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 2.2 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

3. Discrimination

- 3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
- 3.2 The following forms of discrimination are prohibited under this policy and are unlawful:
- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
 - (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

4. Recruitment and selection

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

5. Disabilities

- 5.1 If you are disabled or become disabled, the Company encourage you to tell us about your condition so that the Company can consider what reasonable adjustments or support may be appropriate.

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6. Part-time and fixed-term work

- 6.1 Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

7. Breaches of this policy

- 7.1 The Company take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 7.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.
- 7.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

Schedule 3

Anti-harassment and bullying policy

1. About this policy

- 1.1 The Company is committed to providing a working environment free from harassment and bullying and ensuring all Employees are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by an Employee (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. What is harassment?

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
 - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - (c) offensive e-mails, text messages or social media content;
 - (d) mocking, mimicking or belittling a person's disability.

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2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

3. What is bullying?

3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) physical or psychological threats;
- (b) overbearing and intimidating levels of supervision;
- (c) inappropriate derogatory remarks about someone's performance;

3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

4. If you are being harassed or bullied

4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to the Human Resources Department, who can provide confidential advice and assistance in resolving the issue formally or informally.

4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

4.3 The Company will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. The Company will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

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4.4 Once the investigation is complete, the Company will inform you of our decision. If the Company, consider you have been harassed or bullied the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, the Company will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, the Company will consider how best to manage any ongoing working relationship between you and the person concerned.

5. Protection and support for those involved

5.1 Employees who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

6. Record-keeping

6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

Schedule 4

**Anti-corruption and
bribery policy**

1. About this policy

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. The Company take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

2. Who must comply with this policy?

- 2.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

3. What is bribery?

- 3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 3.3 All forms of bribery are strictly prohibited.
- 3.4 Specifically, you must not:
 - (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - (b) accept any offer from a third party that you know or suspect is made with the expectation that the Company will provide a business advantage for them or anyone else;
 - (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

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3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4. Gifts and hospitality

4.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in our name, not your name.

4.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

5. Record-keeping

5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

6. How to raise a concern

6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must as soon as possible.

Schedule 5

Whistleblowing policy

1. About this policy

- 1.1 The Company are committed to conducting our business with honesty and integrity and the Company expect all Employee's to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. What is whistleblowing?

- 2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

3. How to raise a concern

- 3.1 The Company hope that in many cases you will be able to raise any concerns with the Office Manager.
- 3.2 The Company will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4. Confidentiality

- 4.1 The Company hope that the Employee will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, the Company will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

5. External disclosures

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

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5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. The Company strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.

6. Protection and support for whistleblowers

6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Office Manager immediately.

6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct, you may be subject to disciplinary action.

6.4 However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

6.5 Protect operates a confidential helpline. Their contact details are at the end of this policy.

7. Contacts

Whistleblowing Officer	Christine Sherry, Office Manager Christine@marvelpay.co.uk
Managing Director	Gareth Bough gareth@marvelpay.co.uk
Protect (Independent whistleblowing charity)	Helpline: 0203 117 2520 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk

Schedule 6

Disciplinary and capability procedure

1. About this procedure

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

2. Investigations

- 2.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, the Company may need to suspend you from work while the Company carry out the investigation or disciplinary procedure (or both). Suspension is not considered to be disciplinary action.

3. The hearing

- 3.1 The Company will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 3.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 3.4 The Company will inform you in writing of our decision.

4. Disciplinary action and dismissal

- 4.1 The usual penalties for misconduct or poor performance are:

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- (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph Schedule 6.2). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

The Company may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

5. Appeals

- 5.1 You may appeal in writing within one week of being told of the decision.
- 5.2 The appeal hearing will, where possible, be held a Director of the Company. You may bring a colleague or trade union representative with you to the appeal hearing.
- 5.3 The Company will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

6. Gross misconduct

- 6.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).
- 6.2 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. The following are examples of matters that are normally regarded as gross misconduct:
 - (a) theft or fraud;

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- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination, victimisation or harassment;
- (h) bringing the organisation into serious disrepute;
- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;
- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

Schedule 7

Grievance procedure

1. About this procedure

- 1.1 Most grievances can be resolved quickly and informally through discussion with the Office Manager. If this does not resolve the problem you should initiate the formal procedure set out below.

2. Step 1: written grievance

- 2.1 You should put your grievance in writing and submit it to the Office Manager.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that the Company can investigate it.

3. Step 2: meeting

- 3.1 The Company will arrange a grievance meeting, on receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and the Company will try, within reason, to agree an alternative time.
- 3.4 The Company may adjourn the meeting if the Company need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 The Company will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that the Company intend to take to resolve the grievance. The Company will also advise you of your right of appeal.

4. Step 3: appeals

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing stating your full grounds of appeal within 5 working days.

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- 4.2 The Company will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a Director of the Company. You will have a right to bring a companion (see paragraph Schedule 73.2).
- 4.3 The Company will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

Schedule 8

Maternity policy

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 pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. Entitlement to maternity leave

- 2.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

3. Notification

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 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:
 - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
 - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).

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3.3 The Company will write to you within 28 days to tell you the date the Company will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

4. Starting maternity leave

4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

4.2 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). The Company will then write to you within 28 days to tell you your new expected return date.

4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

4.4 Shortly before your maternity leave is due to start the Company 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.

4.5 The law says that the Company cannot allow you to work during the two weeks following childbirth.

5. Maternity pay

5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks 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. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

6. During maternity leave

6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

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- 6.2 Holiday entitlement will continue to accrue during maternity leave. Please discuss your holiday plans with someone in the Office Manager in good time before starting your maternity leave. All holiday dates are subject to approval.
- 6.3 Holiday is accrued at 12.07% of your eligible paid working time and/or pay (reflecting statutory holiday entitlement for irregular hours). Holiday accrual is calculated by applying 12.07% to your eligible paid hours/earnings. For example, if you are paid for 100 hours, holiday accrued = 12.07 hours ($100 \times 12.07\%$). If holiday is tracked in pay rather than hours, an equivalent holiday pay balance will accrue based on 12.07% of eligible pay.

Holiday pay will be processed by the Company through payroll in accordance with the Company's holiday procedure, which may operate in either of the following ways:

- (a) Rolled-up holiday pay – holiday pay is paid alongside your normal pay (as a separate line on your payslip). In this arrangement, holiday pay is not held back for payment when leave is taken, although you may still be required to notify/record periods of leave; or
- (b) Accrued/retained holiday pay – holiday pay is accrued and held in a holiday pot/balance and is paid when you request holiday, take leave, or at the end of an assignment (depending on the Company's process).

You should follow the Company's process for requesting leave and/or releasing any accrued holiday pay. Holiday pay will be paid via payroll and itemised on your payslip. Where possible, you should plan annual leave in advance and notify the Company and/or Company in good time so that holiday entitlement and holiday pay are recorded and processed correctly.

- 6.3 If you are a member of the pension scheme, the Company shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

7. Keeping in touch

- 7.1 The Company may make reasonable contact with you from time to time during your maternity leave although the Company will keep this to a minimum.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during the Human Resources Department.
- 7.3 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.

8. Returning to work

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- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, the Company may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 9

Adoption policy

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.
- 1.2 Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and the Company may amend it at any time.

2. Entitlement to adoption leave

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
- (a) You are adopting a child through a UK or overseas adoption agency.
 - (b) 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**).
 - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
 - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

3. Notification requirements

- 3.1 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

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Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

- 3.2 The Company 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.
- 3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

4. Starting adoption leave

- 4.1 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.
- 4.2 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). The Company will then write to you within 28 days to tell you your new expected return date.

5. Adoption pay

- 5.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks 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. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information please speak to Human Resources.

6. During adoption leave

- 6.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue at the rate provided under your contract. All holiday dates are subject to approval.
- 6.3 Holiday is accrued at 12.07% of your eligible paid working time and/or pay (reflecting statutory holiday entitlement for irregular hours). Holiday accrual is calculated by applying 12.07% to your eligible paid hours/earnings. For example, if you are paid for 100 hours, holiday accrued = 12.07 hours ($100 \times 12.07\%$). If holiday is tracked in pay rather than hours, an equivalent holiday pay balance will accrue based on 12.07% of eligible pay.

Holiday pay will be processed by the Company through payroll in accordance with its holiday procedure, which may operate in either of the following ways:

- (a) Rolled-up holiday pay – holiday pay is paid alongside your normal pay (as a separate line on your payslip). In this arrangement, holiday

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pay is not held back for payment when leave is taken, although you may still be required to notify/record periods of leave; or

(b) Accrued/retained holiday pay – holiday pay is accrued and held in a holiday pot/balance and is paid when you request holiday, take leave, or at the end of an assignment (depending on the Company's process).

You should follow the company's process for requesting leave and/or releasing any accrued holiday pay. Holiday pay will be paid via payroll and itemised on your payslip. Where possible, you should plan annual leave in advance and notify the Company and/or Company in good time so that holiday entitlement and holiday pay are recorded and processed correctly.

- 6.4 If you are a member of the pension scheme, the Company shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

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7. Keeping in touch

- 7.1 The Company may make reasonable contact with you from time to time during your adoption leave although the Company will keep this to a minimum.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with Human Resources.
- 7.3 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.

8. Returning to work

- 8.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, the Company may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 10

Paternity policy

1. About this policy

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

2. Entitlement to paternity leave

- 2.1 Paternity leave is available on the birth of a child if [you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:

- (a) you are the biological father and will have some responsibility for the child's upbringing; or
- (b) you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother, and will have the main responsibility (with the mother) for the child's upbringing; or
- (c) the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.

- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency.

3. Taking paternity leave

- 3.1 Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)

- 3.2 To take paternity leave 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 the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:

- (a) the Expected Week of Childbirth;
- (b) whether you intend to take one week or two weeks' leave; and
- (c) when you would like your leave to start.

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- 3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

4. Paternity pay

- 4.1 Statutory paternity pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

5. During paternity leave

- 5.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

- 5.2 Holiday entitlement will continue to accrue during paternity leave.

- 5.3 Holiday accrual and holiday pay (Umbrella employees – variable hours, 12.07%)
If you are engaged on a variable-hours basis under an umbrella arrangement, holiday is accrued at 12.07% of your eligible paid working time and/or pay (reflecting statutory holiday entitlement for irregular hours). Holiday accrual is calculated by applying 12.07% to your eligible paid hours/earnings. For example, if you are paid for 100 hours, holiday accrued = 12.07 hours ($100 \times 12.07\%$). If holiday is tracked in pay rather than hours, an equivalent holiday pay balance will accrue based on 12.07% of eligible pay.

Holiday pay will be processed by the Company through payroll in accordance with the Company's holiday procedure, which may operate in either of the following ways:

- (a) Rolled-up holiday pay – holiday pay is paid alongside your normal pay (as a separate line on your payslip). In this arrangement, holiday pay is not held back for payment when leave is taken, although you may still be required to notify/record periods of leave; or
- (b) Accrued/retained holiday pay – holiday pay is accrued and held in a holiday pot/balance and is paid when you request holiday, take leave, or at the end of an assignment (depending on the Company's process).

You should follow the Company's process for requesting leave and/or releasing any accrued holiday pay. Holiday pay will be paid via payroll and itemised on your payslip. Where possible, you should plan annual leave in advance and notify the Company and/or Company in good time so that holiday entitlement and holiday pay are recorded and processed correctly.

- 5.3 If you are a member of our pension scheme, the Company will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be

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based on the amount of any paternity pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

Schedule 11

Shared parental leave (birth) policy

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.

2. Frequently used terms

- 2.1 The definitions in this paragraph apply in this policy.

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

Parent: 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: 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: the fifteenth week before the EWC.

3. What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.

- 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 to SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
- (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
 - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or

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- (c) 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:

- (a) 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;
- (b) 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
- (c) 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 if she is not entitled to maternity leave).

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 or four weeks for factory workers.

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

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

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) 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;

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- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) 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);
- (f) 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);
- (g) 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);
- (h) 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 Schedule 119 and paragraph Schedule 1110 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
- (i) 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 Schedule 115) 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:

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- (a) 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;
- (b) 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
- (c) 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 paragraph Schedule 116.4(b) applies.

7. Ending your partner's maternity leave or pay

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

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) 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

8.1 You must also provide on request:

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

9. Booking your SPL dates

9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend

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to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

- 9.3 Leave must be taken in blocks of at least one week.
- 9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph Schedule 1110, below.
- 9.6 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 Schedule 1111) .

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. The Company may be willing to consider a period of leave notice where the SPL is split into shorter periods 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 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. The Company will either agree to the request or start a two-week discussion period. At the end of that period, the Company will confirm any agreed arrangements in writing. If the Company have not reached 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:
 - (a) 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
 - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

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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 by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 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 or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph Schedule 1111.2 and paragraph Schedule 1111.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph Schedule 1111.2 and paragraph Schedule 1111.3 above which set out how much notice is required for the request. The Company do not have to grant your request but will consider it as set out in paragraph Schedule 1110.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) it is a result of your child being born earlier or later than the EWC;
 - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph Schedule 1110.2.
 - (c) it is at our request; or
 - (d) the Company agree otherwise.

12. Premature birth

- 12.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:
- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can

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move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)

- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

13. Shared parental pay

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if 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 by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

14. Other terms during shared parental leave

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 14.2 Holiday entitlement will continue to accrue at the rate provided under your contract. All holiday dates are subject to approval.
- 14.3 If you are a member of the pension scheme, the Company will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

15. Keeping in touch

- 15.1 The Company may make reasonable contact with you from time to time during your SPL although the Company will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

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- 15.2 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].
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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, the Company may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) 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
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.7 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.
- 15.8 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 12

**Shared parental leave
(adoption) policy**

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. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.

2. Frequently used terms

- 2.1 The definitions in this paragraph apply in this policy.

Partner: 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: 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 a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 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, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
- (a) 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;

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- (b) 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
- (c) 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 in to shared parental leave and pay

- 5.1 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:
 - (a) your name and your partner's name;
 - (b) if you are taking adoption leave, your adoption leave start and end dates;
 - (c) 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;
 - (d) 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;
 - (e) 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);
 - (f) 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);

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- (g) 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);
- (h) 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 Schedule 129 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
- (i) 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 Schedule 125) 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:
 - (a) 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;
 - (b) 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

- 7.1 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:

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

8. Evidence of entitlement

8.1 You must provide on request:

- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- (b) 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 must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

9.3 Leave must be taken in blocks of at least one week.

9.4 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.

9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, the Company will consider your request as set out in paragraph 10, below.

9.6 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 Schedule 1211).

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. The Company may be willing to consider a period of leave notice where the SPL is split into shorter periods 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 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. The Company will either agree to the request or start a two-week discussion period. At the end of that period, the Company will confirm any agreed arrangements in writing. If the Company have not reached 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:
- (a) 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
 - (b) 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 by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 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 or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph Schedule [1211.2](#) and paragraph Schedule [1211.3](#) above which set out how much notice is required.

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- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph Schedule 11.2 and paragraph Schedule 11.3 above which set out how much notice is required for the request. The Company do not have to grant your request but will consider it 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:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
 - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph Schedule 10.2.
 - (c) the variation is at our request; or
 - (d) the Company agree otherwise.

12. Shared parental pay

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) 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 should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

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 Holiday entitlement will continue to accrue at the rate provided under your contract. All holiday dates are subject to approval.
- 13.3 Holiday accrual and holiday pay (Umbrella employees – variable hours, 12.07%)
If you are engaged on a variable-hours basis under an umbrella arrangement, holiday is accrued at 12.07% of your eligible paid working time and/or pay (reflecting statutory holiday entitlement for irregular hours). Holiday accrual is calculated by applying 12.07% to your eligible paid hours/earnings. For example, if you are paid for 100 hours, holiday accrued = 12.07 hours (100 × 12.07%). If

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holiday is tracked in pay rather than hours, an equivalent holiday pay balance will accrue based on 12.07% of eligible pay.

Holiday pay will be processed by the Company through payroll in accordance with the Company's holiday procedure, which may operate in either of the following ways:

(a) Rolled-up holiday pay – holiday pay is paid alongside your normal pay (as a separate line on your payslip). In this arrangement, holiday pay is not held back for payment when leave is taken, although you may still be required to notify/record periods of leave; or

(b) Accrued/retained holiday pay – holiday pay is accrued and held in a holiday pot/balance and is paid when you request holiday, take leave, or at the end of an assignment (depending on the Company's process).

You should follow the Company's process for requesting leave and/or releasing any accrued holiday pay. Holiday pay will be paid via payroll and itemised on your payslip. Where possible, you should plan annual leave in advance and notify the Company and/or Company in good time so that holiday entitlement and holiday pay are recorded and processed correctly.

- 13.4 If you are a member of the pension scheme, the Company will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions

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you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

14. Keeping in touch

- 14.1 The Company may make reasonable contact with you from time to time during your SPL although the Company 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 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.

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:
 - (a) 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
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

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- 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.

Schedule 13

Parental leave policy

1. About this policy

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. Entitlement to parental leave

- 2.1 To be eligible for parental leave, you must:
 - (a) have at least one year's continuous employment with us;
 - (b) have or expect to have responsibility for a child; and
 - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

3. Taking parental leave

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

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4. Notification requirements

- 4.1 You must notify Human Resources of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

5. Evidence of entitlement

- 5.1 The Company may ask to see evidence of:
 - (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
 - (b) the child's date of birth or date of adoption placement.

6. Our right to postpone parental leave

- 6.1 Although the Company will try to accommodate your request for parental leave, the Company may postpone your requested leave where it would unduly disrupt our business.
- 6.2 The Company will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 The Company cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 The Company cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

7. Terms and conditions during parental leave

- 7.1 Parental leave is unpaid.

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- 7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

Schedule 14

Time off for dependants policy

1. About this policy

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. Reasonable unpaid time off

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
 - (b) make longer-term care arrangements for a dependant who is ill or injured;
 - (c) take action required in consequence of the death of a dependant;
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
 - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
 - (a) your spouse, civil partner, parent or child;
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph Schedule 142.1.

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- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant.
- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

3. Exercising the right to time off

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell the Human Resources Department:
 - (a) the reason for your absence; and
 - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 The Company may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Schedule 15

Compassionate leave policy

1. About this policy

- 1.1 Compassionate leave is designed to help you deal with traumatic personal circumstances such as the death of a close relative or where a close relative has a life-threatening illness or injury.
- 1.2 This policy does not form part of any employee's contract of employment and the Company may amend it at any time.

2. When compassionate leave may be available

- 2.1 You may take unpaid compassionate leave of up to 3 days in any 12-month period where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury.
- 2.2 In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy.
- 2.3 The Company will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case by case basis.
- 2.4 If you are still unable to return to work following compassionate leave you should contact the Human Resources Department.

3. Requesting compassionate leave

- 3.1 The Company recognise that it may not always be possible to request compassionate leave in advance. You should tell them the reasons for your request and the number of days leave you would like to take.
- 3.2 Where it is not possible to request leave in advance you should contact Human Resources as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

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Schedule 16

1. About this policy

- 1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.

2. Entitlement to parental bereavement leave

- 2.1 You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.
- 2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

3. Parental bereavement pay

- 3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
- (a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
 - (b) you earn at least the lower earnings limit for class 1 national insurance contributions.
- 3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

4. Leave in the first eight weeks

- 4.1 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify Human Resources soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible.
- 4.2 If you have already started work, then your parental bereavement leave period will start on the following day.
- 4.3 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you

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would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

5. Leave after more than eight weeks

- 5.1 To take parental bereavement leave more than eight weeks after the child has died, please give at least a week's notice.
- 5.2 Parental bereavement leave can be cancelled with a week's notice and can be re-booked by giving a week's notice.

6. Written confirmation

- 6.1 The Company will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:
 - (a) your name;
 - (b) the date the child died or was stillborn;
 - (c) the dates of paid or unpaid parental bereavement leave taken; and
 - (d) your relationship to the child.