

Family & Leave Policy and Procedure

HR Policy

August 2019

V1.0



**NHS fraud.
Spot it. Report it.
Together we stop it.**

Version control

Version	Name	Date	Comment
V0.1		28/02/2019	HRBP Review
V0.2		28/02/2019	Amendments made to format
V0.3		30/04/2019	Unison Review
V1.0		August 2019	Published

Table of contents

1	Policy Statement and Scope.....	6
2	Eligibility	6
3	Breach of the Policy	6
4	Maternity Leave and Pay.....	6
5	Entitlements under the Scheme	7
6	Timing of Leave	8
7	Early Childbirth.....	8
8	Sickness Absence during Pregnancy and Leave.....	8
9	Other Provisions: Ante-Natal and Post- Natal Care	9
10	Calculation of Pay	9
11	Implementation of a Pay Award or Annual Increment	9
12	Employees on a Fixed-Term or Training Contract	9
13	Contractual Rights	10
13	Annual Leave and Public Holidays.....	10
14	Pension	10
15	Procedure: How to Claim Maternity Leave and Pay.....	10
16	Return to Work.....	11
17	Health and Safety	11
18	Compulsory period of Maternity Leave.....	11
19	Keeping in Touch	12
20	Provision for Nursing Mothers	12
21	Paternity Leave.....	13
22	Purpose.....	13

23	Principles	13
24	Procedure.....	14
25	Adoption Leave.....	15
26	Purpose.....	15
27	Entitlement to Adoption Leave	15
28	Entitlement to Occupational Adoption pay under the NHS scheme	15
29	Entitlements under the Scheme	15
30	Timing of Leave	17
31	Calculation of Pay	17
32	Implementation of a Pay Award or Annual Increment	17
33	Employees on a Fixed-Term contract	18
34	Contractual Rights	18
35	Annual Leave and Public Holidays.....	18
36	Pension	19
37	Procedure.....	19
38	Return to work	19
39	Keeping in Touch	20
40	Parental Leave	20
41	Purpose.....	20
42	Eligibility for Parental Leave.....	20
43	Entitlements.....	20
44	Procedure.....	20
45	Shared Parental Leave	21
46	Purpose.....	21
47	Entitlement.....	22

48	Entitlement for Statutory Shared Parental pay (SSPP).....	23
49	Length of Leave	23
50	Contractual Rights	23
51	Annual Leave and Public Holidays.....	24
52	Pension	24
53	Keeping in Touch	24
54	Procedure (Mother/Prime Adopter)	24
55	Procedure (Partner).....	24
56	Withdrawing notice to end Maternity or Adoption Leave and pay..	25
57	Compassionate Leave.....	25
58	Purpose.....	25
59	Eligibility	25
60	Entitlement.....	25
61	Other Leave.....	26
62	Purpose.....	26
63	Special Leave for Essential Civic and Public Duties	26
64	Other Leave for appointments.....	27
65	Unpaid Leave	27
66	Flexible Working.....	28
67	Purpose.....	28
68	Procedure.....	28

1 Policy Statement and Scope

- 1.1 The organisation appreciates that all employees have domestic arrangements that are vital to their well-being and related to their Statutory Rights. It is therefore recognised that the need for special provisions exists and will enable employees to deal with their domestic responsibilities whilst being supported by the organisation.
- 1.2 The policy exists to make employees aware of their Rights and Entitlements in relation to:
- 1.3 Maternity Leave and Pay.
- 1.4 Paternity Leave and Pay.
- 1.5 Adoption Leave and Pay.
- 1.6 Parental Leave.
- 1.7 Compassionate Leave.
- 1.8 Shared Parental Leave.
- 1.9 Other Leave.
- 1.10 Flexible Working.

2 Eligibility

- 2.1 The Family & Leave Policy applies to both full-time and part-time employees, with the exception of staff currently employed under CFSMS Terms and Conditions, no matter how many hours they work, provided that they satisfy the appropriate qualifying conditions.
- 2.2 In accordance with the Authority's Equality and Diversity policy, this procedure will not discriminate, either directly or indirectly, on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation of any other personal characteristic.

3 Breach of the Policy

- 3.1 Disciplinary action up to and including summary dismissal may be taken if an employee is in breach of this policy, falsifies records or seeks to defraud the organisation.

4 Maternity Leave and Pay.

- 4.1 Entitlement to Maternity Leave:
- 4.2 All employees will be entitled to 52 weeks Maternity Leave and entitlement to Occupational Maternity Pay under the NHS scheme.

- 4.3 An employee working full or part time is entitled to Maternity pay under the NHS scheme provided that they:
- 4.4 Have 12 months continuous service with one or more NHS employer and continues to be employed by the organisation until at least the beginning of the 11th week before the expected week of child birth (EWC); and
- 4.5 Notifies the Organisation on form NHSCFA/M1 at least 15 weeks before their EWC that they intends to take Maternity Leave (or as soon as is reasonably practicable thereafter) and intends to return to work for a minimum period of three months with the same or another employing NHS organisation; and
- 4.6 Submits a statement (MAT B1) signed by a registered medical practitioner or a practising midwife at least 28 days before commencement of Maternity Leave, indicating the expected date of childbirth.

5 Entitlements under the Scheme

- 5.1 An employee who qualifies for full benefits and intends to return to work within the same or another employing organisation will be entitlement to 52 weeks Maternity Leave paid as follows:
- 5.2 8 weeks full pay including any Statutory Maternity Pay (SMP), Maternity Allowance (MA) or equivalent benefits receivable.
- 5.3 18 weeks at half pay reduced only where half pay plus benefits payable exceeds full pay.
- 5.4 13 weeks at SMP, if payable.
- 5.5 13 weeks unpaid leave.
- 5.6 An employee who does not qualify for full benefits under the NHS Scheme but who has at least 26 weeks service by the 15th week before the EWC and meets the earning rule whether or not they intend to return to work will be entitled to 52 weeks Maternity Leave, paid as follows:
- 5.7 6 weeks at 90% of full pay.
- 5.8 33 weeks at the lesser of standard rate SMP or 90% of average weekly earnings
- 5.9 13 weeks unpaid leave.
- 5.10 An employee, who does not qualify for SMP, whether or not they intend to return to work, will be entitled to 52 weeks Maternity Leave. No payments will be made during the Maternity Leave period although Maternity Allowance or other benefits may be payable directly from Jobcentre Plus but it is the employees responsibility to explore this entitlement.
- 5.11 By prior agreement with the employer, Occupational Maternity Pay may be paid in a different way. E.g. a combination of full pay and half pay or a fixed amount spread equally over the Maternity Leave period.

- 5.12 In exceptional circumstances, for example in the case of multiple births of sick pre-term babies, the unpaid element of Leave may be extended beyond 13 weeks. Requests for this should be submitted in writing to the employee's line manager who may seek advice from the HR provider.

6 Timing of Leave

- 6.1 Maternity Leave may commence at any time between the eleven weeks before the EWC and the expected week of childbirth, provided the required notice is given. Early Childbirth and Maternity related Sickness Absence will affect this as follows:

7 Early Childbirth

- 7.1 Where childbirth occurs before the 11th week before the EWC and the employee has worked during the actual week of childbirth, Maternity Leave will start on the first day of the employee's absence.
- 7.2 Where an employee's baby is born before the 11th week before the EWC, and the baby is in hospital, they may split their Maternity Leave entitlement, taking a minimum period of two weeks' Leave immediately following the birth and the rest of their Leave following the baby's discharge from hospital.
- 7.3 Where an employee has a miscarriage before the 25th week of pregnancy then normal sick Leave provisions will apply.
- 7.4 In the event of a still birth after the 24th week of pregnancy, the employee will be entitled to the same amount of Maternity Leave and Pay as if their baby was born alive. Likewise, if the baby is born alive at any point in the pregnancy but later dies, full entitlements still apply.
- 7.5 The organisation recognises that this will be a difficult and traumatic time and would encourage the use of the Employee Assistance Programme. This service is available to both employees and family members.

8 Sickness Absence during Pregnancy and Leave

- 8.1 Where an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the EWC, Maternity Leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the EWC, supported by a medical certificate or self-certificate will be treated as sick Leave in accordance with normal Leave provisions. Normal sick Leave provisions will be suspended once Maternity Leave has commenced.

- 8.2 Occasional days of pregnancy related illness during this 4 week period may be disregarded if the employee wishes to continue working until the Maternity Leave start date as previously agreed.
- 8.3 Where an employee is absent due to illness which is not pregnancy related, then normal sick Leave provisions will apply until the date previously agreed that the Maternity Leave would commence.

9 Other Provisions: Ante-Natal and Post- Natal Care

- 9.1 Pregnant employees have the right to Paid Leave for Ante-Natal Care and relaxation and parent craft classes although where reasonably possible, these classes should be arranged outside of normal working hours.
- 9.2 Employees who return to work shortly after giving birth will be given paid time off for Post-Natal care. E.g. attendance at health clinics.

10 Calculation of Pay

- 10.1 Maternity Pay is calculated on average earnings paid for two months prior to the qualifying week which is the 15th week before the EWC. Employees with average weekly earnings below the Lower Earnings Limit who do not qualify for SMP may be entitled to MA or other benefits.

11 Implementation of a Pay Award or Annual Increment

- 11.1 Absence on Maternity Leave, whether paid or unpaid, counts towards the normal Annual Increment.
- 11.2 Where a Pay Award and/or Annual Increment are implemented from a date prior to the Paid Maternity Leave period, the Maternity Pay will be calculated as though the Pay Award had effect throughout the entire SMP calculation period. If a Pay Award is agreed retrospectively, the Maternity Pay will be recalculated on the same basis.
- 11.3 Where a Pay Award and/or Annual Increment is implemented from a date during the Paid Maternity Leave period, the Maternity Pay due from the operative date of the Pay Award or Annual Increment should be increased accordingly. Again, if such a Pay Award were agreed retrospectively, the Maternity Pay should be recalculated on the same basis.

12 Employees on a Fixed-Term or Training Contract

- 12.1 An employee who is entitled to full benefits under the NHS Scheme, i.e. who satisfies the conditions under section 2.1 and whose contract is due to end after the 11th week before the EWC, will have their contract extended to enable them to

receive 52 weeks Maternity Leave which includes Paid Occupational and SMP and the remaining 13 weeks of unpaid leave.

- 12.2 Under these circumstances, there will be no right of return to be exercised because the contract would have ended if the pregnancy and childbirth had not occurred.
- 12.3 Employees who do not satisfy the conditions under Section 2.1 and whose contract ends after the 15th week prior to the EWC but before the 11th week prior to the EWC, there is no right to Maternity Leave but SMP may be payable. In this, the contract will not be extended but the organisation will be responsible for paying any SMP due. Under these circumstances, the employee must inform the organisation if they start work for another employer following the birth of the baby and must still provide evidence of pregnancy via the MAT B1 form.

13 Contractual Rights

- 12.4 An employee retains all their Contractual Rights, except remuneration, during the Maternity Leave period.

13 Annual Leave and Public Holidays

- 13.1 Annual Leave, including Statutory Bank Holidays will continue to accrue during both Paid and Unpaid Adoption Leave.
- 13.2 Where the amount of accrued Leave would exceed the normal carry over provisions, the manager and employee should agree arrangements for the Leave to be taken either prior to or immediately following the Maternity Leave period.
- 13.3 In exceptional circumstances, where Leave cannot be carried over for operational reasons, payment in lieu of Annual Leave may be considered.
- 13.4 All Maternity Leave including Unpaid Maternity Leave will count as service for the purpose of satisfying the service qualification for accruing additional Annual Leave entitlements.

14 Pension

- 14.1 Contributions will be deducted from salary as normal during Paid Maternity Leave and continue to be payable during unpaid leave. On return to work, arrears of contributions will be deducted by salaries over an agreed period of time.

15 Procedure: How to Claim Maternity Leave and Pay

- 15.1 Form NHSCFA/M1 should be completed no later than the end of the 15th week before the EWC and signed by the employee and their Line Manager. The original form should be sent to payroll with a copy to the HRSS.

- 15.2 Maternity Leave can start on any day of the week. Any Annual Leave to be taken before the commencement of Maternity Leave should be taken into account and calculated accordingly.
- 15.3 On receipt of form MAT B1 from a Doctor or Midwife, the original should be sent to payroll with a copy to HRSS, at least 28 days before the commencement of Leave. Payroll can then determine whether the employee qualifies for SMP. If not, they will send form SMP 1 together with MAT B1 to the employee. These forms will be needed to claim MA from Jobcentre Plus.
- 15.4 The employee will be notified in writing of the end date of their Leave within 28 days of receipt of their NHSCFA/M1.

16 Return to Work

- 16.1 If the employee wishes to take their full entitlement to Maternity Leave they need not give any further notification of their Return to Work. An employee has the right to return to their job under their original contract and on no less favourable terms and conditions.
- 16.2 If they wish to return to work before the end of their full entitlement to leave, they must give at least 28 days' notice of their date of return. Form NHSCFA/M1 will be included with the letter mentioned in 14.4 above for use in these circumstances.
- 16.3 An employee has the right to apply to Return to Work on a part-time or flexible working basis. Applications should be made to their Line Manager and will be given fair and objective consideration in line with the needs of the business.

17 Health and Safety

- 17.1 Where an employee is pregnant, has recently given birth, or is breastfeeding, then a risk assessment of their working conditions will be carried out. If it is found, or if a medical practitioner considers, that an employee or their child would be at risk were they to continue with their normal duties, they will be provided with suitable alternative work for which they will receive their normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work, the employee will be suspended on medical grounds and on full pay.
- 17.2 These provisions also apply to an employee who is breastfeeding if it is found that their normal duties would prevent them from successfully breastfeeding.

18 Compulsory period of Maternity Leave

- 18.1 The legal minimum period of Maternity Leave which an employee is required to take is 2 weeks. This will commence on the day that the baby is born.

19 Keeping in Touch

- 19.1 Before going on Maternity Leave, employees should discuss with their Line Manager any voluntary arrangements for Keeping in Touch (KIT). It should be noted that staff absent on Maternity Leave should receive details of vacancies and any other pertinent business information; this is normally done via the post to the employee's home address.
- 19.2 KIT days allow employees to do a limited amount of work under their contract during the Maternity Pay Period without loss of SMP for the week. They are intended to facilitate a smooth return to work for women returning from Maternity Leave and can include training or other activities which enable the employee to keep in touch with the workplace.
- 19.3 An employee works a maximum of 10 KIT days without bringing their Maternity Leave to an end. Any days of work will not extend the Maternity period.
- 19.4 An employee may not work during the two weeks of compulsory Maternity Leave immediately after the birth of their baby.
- 19.5 Working for part of any day will count as a whole KIT day.
- 19.6 The employee will be paid at their basic daily rate for the hours worked less appropriate Maternity Leave payment for KIT days worked.
- 19.7 Any work must be by agreement and neither the employer nor the employee can insist upon it.
- 19.8 Employees who are breastfeeding will be risk assessed in accordance with section 16.2 above. And facilities will be provided, where reasonably possible in accordance with section 19.
- 19.9 In certain circumstances, the organisation may consider the reimbursement of reasonable child care costs in order to enable the employee to take up the opportunity to work KIT days, but generally, appropriate child care should be found and funded by the employee.

20 Provision for Nursing Mothers

- 20.1 If you are a nursing mother returning to work, please inform your line manager as soon as is reasonably practicable so that they are able to make the necessary arrangements.
- 20.2 An employee who is breastfeeding will be given suitable access to a private room to express and store milk in an appropriate refrigerator. Requests for Flexible Working arrangements to support breastfeeding mothers at work will be considered.

21 Paternity Leave

22 Purpose

22.1 Paternity Leave (Maternity Support) is provided to allow employees time away from work following the birth or Adoption of a child. Paternity Leave will apply to biological and adoptive fathers, nominated carers and same sex partners.

23 Principles

23.1 All employees, irrespective of the length of service with the organisation are entitled to take Paternity Leave. Ordinary Paternity Leave (OPL) to be taken within 56 days of the baby's birth date.

23.2 To qualify for up to two weeks OPL, with Occupational Paternity Pay, an employee must:

- have or expect to have responsibility for the child's upbringing;
- be the biological father of the child, or be the mother's spouse, partner or civil partner but not the father of the child, or be the adopter's spouse or partner;
- have worked continuously for 12 months for one or more NHS employer by the beginning of the week in which the baby is due or the adopted child is due to be placed.

23.3 Where an employee satisfies these conditions, payment will be made at full salary, including regular payments and bonus, less any Statutory Paternity Pay (SPP) for up to two weeks.

23.4 An employee who satisfies the conditions in 21.2 above, except for continuity of service will be entitled to SPP and Leave provided they:

- have 26 weeks continuous service with one or more NHS employer, ending with the 15th week before the baby is due or the week in which notification of the adoptive match occurs;
- will continue to be employed up to the date of birth or placement of a child;
- have average weekly earnings at or above the lower earnings limit standing at £118 per week in 2019/2020.

23.5 SPP is the same as the standard SMP rate, or 90% of average weekly earnings, whichever is less.

23.6 If the baby is born earlier than the fourteenth week before it is due and, but for the birth occurring early, the employee would have been employed continuously for 26

weeks by the EWC, then the employee will be deemed to have the necessary length of service.

- 23.7 Employees can choose to take either one week or two separate or continuous weeks Leave but may not take occasional days of Leave.
- 23.8 No more than two weeks of Leave is available to eligible employees regardless of whether more than one child is born as a result of the same pregnancy or more than one child is placed together for Adoption.
- 23.9 Paternity Leave can start from
- The date of the child's birth or placement (whether this is earlier or later than expected), or;
 - A chosen number of days or weeks after the date of the child's birth or placement (whether this is earlier or later than expected), or;
 - A chosen date, but not before the date of the child's birth.
- 23.10 Leave can start on any day of the week on or following the child's date of birth or placement but must be completed within 56 days of the actual date of birth or placement, or if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.
- 23.11 Employees will be entitled to reasonable time off to attend Ante-Natal classes or official meetings in the Adoption process.
- 23.12 Annual Leave will accrue during OPL.
- 23.13 Paid Special or 'other' Leave may be granted in exceptional circumstances to provide support where there are difficulties at the time of birth.
- 23.14 If the baby is still born from 24 weeks of pregnancy or is born alive at any point in the pregnancy but later dies, employees still qualify for Paternity Leave and pay subject to the conditions set out above.

24 Procedure

- 24.1 An employee must, wherever possible give at least 28 days' notice of their intention to take OPL by completing the PAT1 form and submitting it to their appropriate line manager. Notice to change the dates of OPL should be given as soon as is practicable.

25 Adoption Leave

26 Purpose

- 26.1 The Adoption Leave policy is designed to implement the Statutory Rights to leave following the placement of a child for Adoption. Adoption Leave and pay entitles eligible employees to take Paid Leave when a child is newly placed for Adoption. It is available to individuals who adopt and to one member of a couple, including same sex couples, where a couple adopt jointly (the couple may choose which partner takes Adoption Leave). Where the organisation employs both parents, one parent should be identified by the partnership as the primary carer to be entitled to leave under this policy. The other parent will be entitled to Leave under the Paternity Leave policy set out above (this is irrespective of the partner's gender).

27 Entitlement to Adoption Leave

- 27.1 The primary carer will be entitled to 52 weeks Adoption Leave.
- 27.2 The primary carer or the partner of the primary carer may take reasonable time off with pay for Adoption related meetings, as long as reasonable notice is given and proof of all appointments is provided.

28 Entitlement to Occupational Adoption pay under the NHS scheme

- 28.1 An employee working full or part time is entitled to Adoption pay under the NHS scheme provided that they:
- Have completed at that time 12 months' continuous service with one or more NHS employing authority ending with the week in which they are notified of being matched with a child for Adoption; and
 - Notify the organisation on form NHSCFA/A1 within seven days of being notified by their Adoption Agency that they have been matched with a child unless this is not reasonably practicable; and
 - Submit documentary evidence in the form of a 'matching certificate' from their Adoption Agency as proof of entitlement to Leave.

29 Entitlements under the Scheme

- 29.1 The primary carer who qualifies for full benefits and intends to return to work with the same or another employing organisation will be entitled to 52 weeks' Adoption Leave, paid as follows:

OFFICIAL

- 8 weeks at full pay
- 18 weeks at half pay reduced only where half pay plus benefits payable exceeds full pay;
- 26 weeks of unpaid leave

29.2 Where the conditions for Occupational Adoption pay are not met, the primary carer may be entitled to Statutory Adoption pay.

29.3 To qualify for Statutory Adoption pay, the primary care giver should have:

- 26 weeks of continuous service with one employer by the week that they are matched with the child via the Adoption Agency;
- Give at least 7 days of notice of their intent to take SAL where reasonably practicable
- Submit documentary evidence in the form of a 'matching certificate' from their Adoption Agency as proof of entitlement to Leave.

29.4 Statutory Adoption Pay (SAP) will be made up of:

- 39 weeks flat rate SAP or 90% of their average weekly earnings, whichever is less
- 13 weeks unpaid leave

29.5 Employees who do not qualify for SAP whether due to the continuous employment rule or because of another aspect of eligibility may seek support from the local council instead. However, it remains the employee's responsibility to seek and arrange this support.

29.6 In these circumstances, the employee is still entitled to 52 weeks Adoption Leave which is unpaid from the organisation.

29.7 If an employee qualifies for SAP and OAP, this will be made up of:

- 8 weeks full pay, less any SAP receivable
- 18 weeks half pay plus SAP (or average weekly earnings, whichever is less), providing the total does not exceed full pay
- 13 weeks flat rate SAP (or 90% of their average weekly earnings, whichever is less)
- 13 weeks unpaid leave

29.8 By prior agreement, Occupational Adoption Pay may be paid in a different way e.g. A combination of full pay and half pay combined and spread equally throughout the period of Leave. Requests for such an arrangement should be made to the employee's line manager with form NHSCFA/A1.

- 29.9 An employee who is entitled to full benefits may choose to be paid during their Adoption Leave under the provisions set out above. Should they subsequently return to work at the organisation before the planned end of their Adoption Leave; the balance of their entitlements will be paid to them once they have been back at work for 3 months.
- 29.10 If there is an established relationship with the child, e.g. fostering prior to Adoption or when a step-parent is adopting a partner's child, there may be scope for local agreements to be agreed on the amount of Leave and pay in addition to time off for official meetings.
- 29.11 In the event that the child's placement ends during the Adoption Leave period and the child is removed from the primary carer, the employee may continue to take Adoption Leave for a limited period after the end of the placement. This is purely at the discretion of the Line Manager and may be paid or unpaid.

30 Timing of Leave

- 30.1 Leave can start from the date of the child's placement (whether this is earlier or later than expected) or from a fixed date which can be up to 14 days before the expected date of placement. Leave can start on any day of the week.
- 30.2 Only one period of Leave will be available, irrespective of whether more than one child is placed for Adoption as part of the same arrangement.
- 30.3 If the date of a placement changes, the employee should give 28 days' notice to change the start date of their Adoption Leave, where this is reasonably practicable. In any event, as much notice as possible should be given and the adopter's manager must be kept informed at all times.

31 Calculation of Pay

- 31.1 Occupational Adoption Pay is calculated on average earnings paid for two months prior to the start of the week after that in which the adopter is notified of having been matched with a child for Adoption.
- 31.2 A salary sacrifice arrangement in place during the calculation period will mean that Adoption pay will be calculated based on the reduced salary.

32 Implementation of a Pay Award or Annual Increment

- 32.1 Absence on Adoption Leave, whether paid or unpaid, counts towards the normal Annual Increment.
- 32.2 Where a Pay Award and/or Annual Increment are implemented from a date prior to the Paid Adoption Leave, the Adoption pay will be calculated as though the

Pay Award had effect throughout the entire SAP calculation period. If a Pay Award is agreed retrospectively, the Adoption pay will be recalculated on the same basis.

- 32.3 Where a Pay Award and/or Annual Increment is implemented from a date during the Paid Adoption Leave period, the Adoption pay due from the operative date of the pay award will be calculated as though the Pay Award had effect throughout the SAP calculation period. Again, if such a Pay Award were agreed retrospectively, the Adoption pay should be recalculated on the same basis.

33 Employees on a Fixed-Term contract

- 33.1 An employee on a fixed term contract which expires after the week in which the adopter is notified of a match with a child for Adoption will, subject to satisfying the eligibility criteria set out above, have their contract extended to enable them to receive 52 weeks' Adoption Leave which includes Occupational and Statutory Adoption Pay and 13 weeks' unpaid leave.
- 33.2 An employee who does not satisfy all criteria but who is still entitled to SAP will have their contract extended to allow them to receive SAP. The contract will not be extended to cover a period of unpaid leave.
- 33.3 Under these circumstances, there will be no right of return to be exercised because the contract would have ended if Adoption had not occurred.

34 Contractual Rights

- 34.1 All Contractual Rights, apart from remuneration, will continue to accrue during the whole Adoption Leave period.

35 Annual Leave and Public Holidays

- 35.1 Annual Leave, including Statutory Bank Holidays will continue to accrue during both Paid and Unpaid Adoption Leave.
- 35.2 Where the amount of accrued Leave would exceed the normal carry over provisions, the manager and employee should agree arrangements for the Leave to be taken either before or immediately after the Adoption Leave period.
- 35.3 In exceptional circumstances, where Leave cannot be carried over for operational reasons, payment in lieu of Annual Leave may be considered as a last resort.
- 35.4 All Adoption Leave, whether paid or unpaid will count as service for the purpose of satisfying the service qualification for accruing additional Annual Leave entitlements.

36 Pension

- 36.1 An employee's contributions will be deducted from salary as normal during Paid Adoption Leave and continue to be payable during unpaid leave. On return to work, arrears of contributions will be deducted from their salary over an agreed period of time.

37 Procedure

- 37.1 Employees must inform their line manager using NHSCFA/A1 of their intention to take Adoption Leave within seven days of them being notified by their Adoption Agency that they have been matched with a child for Adoption, unless this is not reasonably practicable.
- 37.2 Employees also need to provide a matching certificate from their Adoption Agency as evidence of their entitlement to SAP and Leave. This must include basic matching and expected placement details. A copy of the matching certificate should be sent to payroll with NHSCFA/A1
- 37.3 The employee will be notified in writing, acknowledging receipt of the application for Leave and confirming the latest expected date of return at the end of the full period of Leave.

38 Return to work

- 38.1 If an employee wishes to take full entitlement to leave, then no further notification of Return to Work is needed and the return date will be calculated assuming a 52 week absence. An employee has the right to return to their job under their original contract and on no less favourable terms and conditions.
- 38.2 An employee wishing to return to Work before the end of their full entitlement to leave must give at least 28 days' notice of their date of return. Form NHSCFA/A2 will be included with the letter above (37.1) for use in these circumstances.
- 38.3 An employee has the right to apply to return to Work on a part time or flexible working basis. Applications should be made to their line manager and will be given fair and objective consideration in line with the Flexible Working policy set out in this document.
- 38.4 An employee who decides not to Return to Work at the end of their Adoption Leave must give notice as detailed in their contract of employment.
- 38.5 An employee who has received Occupational Adoption pay and who does not return to work within 15 months of the start of their Adoption Leave will be liable to repay the whole of their Occupational Adoption pay, less any Statutory Adoption pay received.

- 38.6 An employee who takes an agreed career break immediately following Adoption Leave and who fails to return to Work for 3 months afterwards will be liable to repay the whole of their Adoption pay, less any Statutory Adoption pay received.

39 Keeping in Touch

- 39.1 The primary carer will be entitled to keep in touch days in line with the Maternity policy set out above.

40 Parental Leave

41 Purpose

- 41.1 Parental Leave is provided to enable employees to take time off work to look after a child or make arrangements for a child's welfare. Parents or those who have formal Parental Responsibility can use it to spend more time with children and strike a better balance between their work and family commitments. The policy should also be seen as operating with the provisions of Flexible Working arrangements and employment breaks. It should be noted that all Parental Leave is unpaid.

42 Eligibility for Parental Leave

- 42.1 The right to Parental Leave is extended to all employees who have completed one year's continuous service. Parental Leave is available to birth and adoptive parents.
- 42.2 Employees may be asked to provide evidence that their child is under the age of 18 and that they are named on the birth or Adoption certificate and have legal Parental Responsibility to be eligible under the policy.

43 Entitlements

- 43.1 Eligible parents can take up to 18 weeks for each child up until the child's 18th birthday.
- 43.2 Parents can start taking Leave as soon as a child is born or placed for Adoption, or as soon as they have completed one year's continuous NHS service, whichever is later.
- 43.3 A maximum of 4 weeks can be taken in any one year.

44 Procedure

- 44.1 Applications for Parental Leave must be made on form NHSCFA/PAR1 and be submitted with at least 21 days' notice. All applications must specify the length of Leave required.

- 44.2 Parental Leave may be postponed by the organisation in exceptional circumstances and where the Timing of Leave would cause significant operational problems. However, Leave will not be postponed if it is being taken by the father or partner (including same sex partner) immediately following the birth or Adoption of the child.
- 44.3 If a request for Leave is postponed:
- It will only be deferred once and alternative dates within 3 months will be offered
 - Deferred Leave offered will be for the same length of time as that requested, and the start date and end dates will be mutually agreed.
 - An employee will be given reasonable written notice of a deferral and this will be communicated within 7 days of receipt of the request.
- 44.4 During the period of Parental Leave, the employee will retain all Contractual Rights except for remuneration, including entitlement to Annual Leave, eligibility for an Annual Incremental payment, and Pensions rights. Pension contributions will continue to be payable during periods of Parental Leave. Arrears of contributions will be deducted by payroll over an agreed period of time.
- 44.5 On resuming work after a period of Parental Leave, employees will return to their job on no less favourable terms than if they had not taken Parental Leave.
- 44.6 In the unlikely event that the employee's job has been changed in their absence, the employee will be notified in writing of this change prior to their return and allocated a similar job with no less favourable terms and conditions.

45 Shared Parental Leave

46 Purpose

- 46.1 The policy is designed to make employees aware of their Contractual Rights and entitlements relating to Shared Parental Leave (SPL).
- 46.2 SPL enables parents to choose how to share the care of their child during the first year of birth or Adoption. Its purpose is to give parents more flexibility in considering how to best care for and bond with their child. All eligible employees have a Statutory Right to take SPL. There may also be an entitlement to statutory Shared Parental pay. (SSPP).
- 46.3 SPL can be used by only two people:
- Child's mother/ adopter and either;
 - The father or
 - The spouse, civil partner or partner of the child's mother/adopter whether the same or opposite sex.

- 46.4 Both parents must share the main responsibility for the care of the child at the time of the birth/placement for Adoption
- 46.5 SPL can occur where an eligible mother/adopter chooses to bring their Maternity/Adoption Leave or Maternity Allowance to an end early. This is called 'curtailing' Maternity/Adoption Leave or Maternity allowance to an end early. The untaken weeks of Maternity/Adoption Leave can be taken as SPL if the mother/adopter or their partner is eligible for this.
- 46.6 Both the mother/adopter and partner are able to take SPL at the same time. The weeks taken would be added together and taken from the total available. In this instance and if they meet the eligibility criteria, SSPP would be paid to both parents at the same time reducing the total available as a result.

47 Entitlement

- 47.1 A mother/adopter must take at least 2 weeks Maternity/Adoption Leave after the birth/placement date before SPL can commence. After this time, eligible employees may be entitled to take up to a maximum of a further 50 weeks SPL during the child's first year in their family.
- 47.2 SPL cannot exceed 52 weeks in total.
- 47.3 To qualify for Shared Parental Leave an employee must:
- Have at least 26 weeks' continuous employment with the organisation ending with the 15th week before the expected week of childbirth/Adoption and remain in continuous employment with the organisation until the week before any period of SPL is taken;
 - Have, at the date of the child's birth/Adoption, the main responsibility; apart from the partner, for the care of the child;
 - Have a partner who has been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth/Adoption and have average weekly earnings of at least the Maternity Allowance threshold for any 13 of those 66 weeks;
 - Give the organisation the correct notice including a declaration that their partner meets both criteria set out above.
- 47.4 SPL and SSPP cannot begin before the birth or Adoption and must be taken within 1 year of the birth or the date that the child was matched with the family.

48 Entitlement for Statutory Shared Parental pay (SSPP)

- 48.1 To qualify for SSPP both the member of staff and their partner must meet the qualifying criteria set out above. In addition they must have earned not less than the lower earnings limit in the relevant period. This is usually the 8 weeks leading up to the 15th week before the week in which the baby is due to be born or matched.
- 48.2 SSPP is paid for up to 37 weeks and is at the lesser of standard SSPP or 90% of average weekly earnings.
- 48.3 There are no Occupational Shared Parental Pay provisions.

49 Length of Leave

- 49.1 Either one of the parents who meet the qualifying criteria for SPL can take up to 50 weeks in one continuous block. As long as they provide the required notice, the organisation is required to allow such a request.
- 49.2 SPL can also be taken in discontinuous blocks of at least 1 week.
- 49.3 Employees are entitled to submit up to 3 notices of intention to take SPL. An employee can take their blocks at the same time as their partner or in an alternating sequence.
- 49.4 Staff are encouraged to discuss their pattern of SPL with their manager informally in the first instance and ask their partners to do the same with their employers to agree a pattern before formal notice of intention is submitted. This will reduce the risk of staff using up the 3 notices that are permitted.
- 49.5 Employees will be notified in writing of the organisation's acceptance of the request for a single block of SPL
- 49.6 If the request is for discontinuous blocks of Leave, discussion may follow. After this the employee will be notified in writing of the decision to allow the Leave requested, confirm an alternate pattern that has been mutually agreed or refusal to allow the request. The organisation has a right to refuse the requests in line with business need.

50 Contractual Rights

- 50.1 An employee retains all their Contractual Rights, except remuneration, during the period of SPL. An employee has the right to return to their job under their original contract and on no less favourable terms and conditions.

51 Annual Leave and Public Holidays

- 51.1 Rules regarding Annual Leave accrual are the same as set out under Maternity and Paternity Leave policies above.

52 Pension

- 52.1 Rules regarding Pension provision and payment are the same as set out under Maternity and Paternity Leave policies above.

53 Keeping in Touch

- 53.1 Before going on SPL, an employee should discuss and agree with their line manager any voluntary arrangements for Keeping in Touch.
- 53.2 Shared Parental Leave in Touch (SPLIT) days allow employees to do a limited amount of work under their contract during their Leave without loss of SPP for that week.
- 53.3 SPLIT days exist as a mechanism to facilitate smooth Return to Work and can be used for training or other activities which enable the employee to keep in touch with their workplace.
- 53.4 Employees will be paid at their normal salary, pro rata for the hours worked on SPLIT days.
- 53.5 A maximum of 20 SPLIT days are available. These days are in addition to the 10 KIT days already available to those on Maternity or Adoption.

54 Procedure (Mother/Prime Adopter)

- 54.1 The form NHSCFA/SPL(A) should be completed 8 weeks before the expected start date of SPL. The form should be completed and signed by the employee and their line manager or equivalent.
- 54.2 It is advised that the form NHSCFA/SPL(B) be completed at the same time and in any case no later than 8 weeks before the expected start date of SPL.
- 54.3 SPL can start on any day of the week. Any Annual Leave to be taken before the commencement of SPL should be taken into account.

55 Procedure (Partner)

- 55.1 The form NHSCFA/SPL(C) should be completed 8 weeks before the expected start date of SPL. The form should be signed by the employee and their line manager or equivalent.

56 Withdrawing notice to end Maternity or Adoption Leave and pay

- 56.1 Once the mother/ adopter have given notice to end their Maternity/Adoption Leave, there are only limited circumstances where it is possible to change their mind. They may withdraw their notice if they have not returned to work, they have not started SPL or SSPP and one of the following apply;
- It is found that neither the mother/adopter nor their partner has any entitlement to SPL or pay,
 - In the event of the partners death,
 - If the notice was given before the birth and the mother changes their mind up to 6 weeks after birth/Adoption.

57 Compassionate Leave

58 Purpose

- 58.1 Compassionate Leave exists as a mechanism to enable employees to attend to personal and domestic problems. Compassionate Leave may be requested in the following circumstances:
- On the death, imminent death or very serious illness of an immediate family member
 - For urgent reasons, of an exceptional or personal nature when the domestic presence of the employee is considered essential to lessen emotional hardship

59 Eligibility

- 59.1 Compassionate Leave is available to all employees regardless of length of service

60 Entitlement

- 60.1 Compassionate Leave is intended to provide a compassionate response and financial support to the immediate domestic needs. Each application of Compassionate Leave will have individual circumstances taken into consideration.
- 60.2 Employees who are granted Compassionate Leave will be entitled to up to six days Paid Leave per occasion. An occasion of Compassionate Leave is classified as any period of Compassionate Leave that is separated by a Return to Work. Further Leave may be granted at management discretion and this may be unpaid.

- 60.3 Employees in receipt of bonus payments will be granted bonus protection for any Leave approved under these circumstances

61 Other Leave

62 Purpose

- 62.1 Other Leave, or 'Special Leave' either paid or unpaid is available under a variety of circumstances to assist employees in balancing the demands of work, domestic, public and civic duties. This policy is intended as a framework to enable the needs of individuals to be considered along with those of the organisation in a fair and consistent way.
- 62.2 Special Leave relating to bereavement or sudden and serious illness should be considered under 'Compassionate Leave' and is set out above.
- 62.3 In all occasions of Leave, whether paid or unpaid, employees have a duty to maintain a reasonable level of communication with their line manager.

63 Special Leave for Essential Civic and Public Duties

- 63.1 Special Leave with pay will be granted to employees who are:
- Justices of the Peace
 - Members of a Local Authority
 - Members of a Police Authority
 - Members of any Statutory Tribunal
 - Members of a Health Authority, Special Health Authority or a Trust.
 - Members of, in England and Wales, the managing or governing body of an educational establishment maintained by a local education authority or a higher education corporation;
 - Members of the general teaching councils for England and Wales.
 - Members of the Environment Agency.
 - Members of, in England and Wales, boards of prison visitors.
 - Members of the service authority for the National Crime Agency.
- 63.2 Special Leave with pay will also be granted to:
- Employees who are absent from duty following contact with a case of notifiable disease.
 - Employees who are required to attend court as a witness.
 - Employees who are required to attend training with the army reserve and cadet forces.
 - Employees who are required to attend leave for jury service.
 - Employees who require leave to attend NHS recruitment interviews.

- Employees who require leave for parliamentary candidature.

- 63.3 Employees must notify their manager, on appointment if they hold membership of any of the organisations listed above, or if they are seeking membership of such organisations during their employment.
- 63.4 The amount of time granted will take into account the particular needs and circumstances of each individual.
- 63.5 Bonus protection will apply to Leave that is mandatory and in particular, jury service, attendance at court as witness and Leave for training with the reserve or cadet force.
- 63.6 Any request for Leave will be considered individually and all circumstances taken into account, including the nature of the civic or Public Duties involved. Any request for Leave may be subject to negotiation when it is considered that there are exceptional and pressing business needs.

64 Other Leave for appointments

- 64.1 Paid time off may be granted for staff attending fertility treatment subject to agreement from the line manager.
- 64.2 Paid time off may be granted for staff who become parents through surrogacy. A reasonable amount of time may be granted to attend Ante-Natal appointments. In all cases, rights as detailed in the Adoption policy would apply.
- 64.3 A reasonable amount of paid time off may be granted for staff going through a gender reassignment process.

65 Unpaid Leave

- 65.1 Periods of unpaid leave may be granted at the discretion of the organisation and provisions for unpaid leave are devised so that genuine cases of need may be dealt with in a fair and consistent manner. They are not designed to encourage the extension of Paid Leave.
- 65.2 Requests for up to 5 days of unpaid leave may be approved at the discretion of the head of department/division. Periods of over 5 days may only be granted following discussion with the HR provider to ensure consistency of approach and fairness.

66 Flexible Working

67 Purpose

- 67.1 The organisation is committed to providing a range of Flexible Working options for employees in order to maintain a committed and skilled workforce which is able to deliver high quality, cost effective services in an environment which maximises opportunities for employees to balance work and personal commitments.
- 67.2 The Flexible Working policy allows any employee the Statutory Right to apply for a change in their contracted hours of work but does not guarantee a change will be made.
- 67.3 All requests for Flexible Working will be given full consideration, however, in certain circumstances the needs of the business may not allow for the request to be granted. If a request is denied, a full and detailed reasoning will be provided in writing.
- 67.4 Managers will ensure that staff who request a Flexible Working arrangement are aware of the implications (if any) on their terms and conditions of employment.

68 Procedure

- 68.1 A request to change the contracted hours of work must be made by the employee in writing and must include:
- Be dated and submitted allowing sufficient time between the submission of the request and the proposed start date for the application to be considered. Employees should be mindful of the length of time that the Flexible Working request process can take and ensure that their application is submitted as far as possible in advance;
 - State whether a previous application has been made and, if so, the date on which it was made;
 - Include the reason the request is being made
 - Include details of the proposed change, and proposed start date and an explanation of the employee's view of the effect on the organisation and explain how this may be dealt with;
 - Relate to hours, times or place of work
 - State when they would like the arrangement to end (if applicable)
- 68.2 The line manager will acknowledge the request in writing and arrange a meeting with the employee to discuss their application. The Flexible Working request meeting will be held no later than 28 days after the application.

OFFICIAL

- 68.3 A decision will be made within 14 days of the meeting and the employee will be notified of the outcome in writing. The decision and notification letter will either:
- Accept the request and establish a start date and any other action necessary
 - Confirm a compromise that has been mutually agreed
 - Reject the request with appropriate business rationale and provide details of the appeals process.
 - Rejection of a Flexible Working request will be refused for one or more of the following reasons:
 - The burden of additional organisational cost
 - Detrimental effect on ability to meet customer demand
 - Inability to reorganise work among existing staff
 - Inability to recruit additional staff
 - Detrimental impact on quality
 - Detrimental impact on performance
 - Insufficiency of work during the periods the employee proposes to work
 - Planned structural changes
- 68.4 If the proposal is refused, the employee will have the opportunity to submit an appeal within 14 days. Appeals should be submitted to the deciding manager.
- 68.5 Confirmation of receipt of the appeal will be made in writing by the line manager of the deciding manager and the meeting must be arranged to take place within 14 days of receipt of the appeal letter.
- 68.6 Any decision on appeal is final
- 68.7 Employees are entitled to apply for Flexible Working once in any 12 month period; however, in exceptional circumstances it may be reasonable to consider more than one application.
- 68.8 Employees have the right to be accompanied by their trade union representative or a work colleague at every stage of this procedure.
- 68.9 In all cases, consideration of a Flexible Working request, including any appeal will be completed within 12 weeks.