# BARRY TOWN COUNCIL
# CYNGOR TREF Y BARRI

Please reply to: TOWN CLERK

Your Ref:

When calling please ask for:

PERS/ef

15 January 2020

To: Councillor Charles (Chairperson) plus Councillors Clarke, Payne (Vice Chair), Perkes, Wiliam, Wilkinson (Town Mayor) and Wright

Dear Councillor,

You are summoned to attend a meeting of the **Personnel Committee on Monday, 20 January 2020 commencing at 7.00 pm in the Council Chamber, Town Hall, King Square, Holton Road, Barry, CF63 4RW** for the purpose of transacting the business specified below.

Yours faithfully

Emily Forbes
Chief Officer (Town Clerk)

**AGENDA**

1. **Apologies for absence**

2. **To receive declarations of interest under the Council's Code of Conduct** (Note: Members seeking advice on this item are requested to contact the Monitoring Officer at least 72 hours before the meeting)

3. **To approve and sign the minutes of a meeting of the Personnel Committee held on 18 November 2019**

**(Pages 1023-1032)**



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**POLICIES**

4. ****New** Pensions and Retirement Policy** **(To follow)**

5. ****New** Maternity, Paternity, Adoption, Shared Parental Leave Policy** **(Pages 1033-1066)**

6. ****New** Flexible Working Policy** **(Pages 1067-1073)**

**FINANCIAL REPORTS**

7. **Budget Monitoring Report December 2019** **(Pages 1074-1075)**

8. **Date of Next Meeting**

   The next meeting of the Personnel Committee will be held on Monday, 16 March 2020.

9. **Exclusion of the Press & Public**

   In accordance with section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.

**MINOR AUTHORITY REPRESENTATIVES**

10. **MAR Vacancy Gwaun Y Nant** **(Verbal)**

**STAFFING**

11. **TOIL Update** **(Pages 1076-1078)**

12. **Job Evaluation Outcome Chief Officer** **(Hard copy posted)**

**Distribution**

Hard copy Summons and front page Agenda to all Committee members. Email notification of electronic papers to all Barry Town Councillors (22). A full copy of the agenda and papers for this meeting (with the exception of confidential items) will be available at the Town Council Offices and at Barry Library for inspection; electronic copies to Barry & District News and the Glamorgan Gem

**This document is available in large print and other formats upon request/Cewch y ddogfen hon mewn pring bras a ffor matiau eraill drwy holi.**

# BARRY TOWN COUNCIL

## DRAFT MINUTES OF A MEETING OF THE PERSONNEL COMMITTEE HELD ON MONDAY, 18 NOVEMBER 2019 at 7.00PM

**PRESENT:** Councillors Charles (Chairperson) together with Councillors Clarke, Payne (Vice Chair), Perkes and Wilkinson

**ALSO PRESENT**: Emily Forbes - Chief Officer
Rebecca Blackwell – Office Team Leader
Mark Sims – Deputy Chief Officer
Councillor N Hodges – Observer
Councillor S Hodges - Observer

R202. **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillor Wiliam

R203. **DECLARATIONS OF INTEREST**

None received from councillors
The Chief Officer and Deputy Chief Officer declared that they would leave the meeting for Item 13.

R204. **TO APPROVE AND SIGN THE MINUTES OF A MEETING OF THE PERSONNEL COMMITTEE HELD ON 16 SEPTEMBER 2019**

**RESOLVED: That the minutes of a meeting of the Personnel Committee held on 16 September be approved and signed as a correct record.**

R205. **LOCAL GOVERNMENT PENSION SCHEME REVIEW OF DISCRETIONARY POWERS UNDER LGPS REGULATIONS**

Members were provided with a report which provided information regarding employer discretions within the Local Government Pension Fund (LGPS). Members of the Committee felt that maintaining some level of flexibility was important in case there were exceptional circumstances presented in the future; this would be addressed on a case by case basis and would allow consideration of different scenarios.

Members answered the following to the mandatory discretions where an employer policy is required.

Discretions from 01.04.14 in relation to post 31.03.14 active members (excluding Councillor members) and post 31.03.14 leavers (excluding Councillor members)

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Regulation 16(2)(e) and 16(4)(d)
Whether, how much, and in what circumstances to contribute to a shared cost Additional Pension Contribution (APC) scheme

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances, taking into account the business case and foreseeable costs to the employer.

Regulation 30(6) & TP11(2) and 11(3)
Whether all or some benefits can be paid following a reduction in an employee's hours or grade provided the employee is at least 55 (flexible retirement)

a) The Council will consider requests for flexible retirement on a case by case basis, but only where it is in the interests of the Council and subject to conditions. Applications must result in a reduction of hours worked of at least 40% or a reduction in salary / grade of at least 40% or a combination of hours / salary / grade resulting in a reduction of at least 40% in employment costs. Reductions to grade as a result of job evaluation would not be eligible. Partial flexible retirement will be allowed

Regulation 30(8)
Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation 30(8)
Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age other than on the grounds of flexible retirement (where the member only has post 31/3/14 membership)

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation TPSch 2, paras 1(2) and 2(2)
Whether to 'switch on' the 85-year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (other than on the grounds of flexible retirement).

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances.

Regulation TP3(1); TPSch 2, para2(1); B30(5) and B30A(5)
Whether to waive any actuarial reduction for a member voluntarily drawing benefits before normal pension age other than on the grounds

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of flexible retirement (where the member has both pre 1/4/14 and post 31/3/14 membership) on:
*a) on compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was not in the Scheme before 1/10/06,

b) on compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was in the Scheme before 1/10/06, will not be 60 by 31/3/16 and will not attain 60 between 1/4/16 and 31/3/20

c) on compassionate grounds (pre 1/4/16 membership) and in whole or in part on any grounds (post 31/3/16 membership) if the member was in the Scheme before 1/10/06 and will be 60 by 31/3/16

d) on compassionate grounds (pre 1/4/20 membership) and in whole or in part on any grounds

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances.

Regulation 31
Whether, at full cost to the Scheme employer, to grant additional annual pension of up to £6,822 (figure at 1 April 2018) to an active member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or business efficiency.

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances.

Discretions in relation to scheme members (excluding Councillor Members) who ceased active membership on or after 01/04/2008 and before 01/04/2014.

Regulation TPSch 2, paras 1(2) and 1(1)c
Whether to 'switch on' the 85-year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (other than on the grounds of flexible retirement).

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances.

Regulation B30(2)
Whether to grant application for early payment of deferred benefit on or after age 55 and before age 60.

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

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Regulation B30(5), TPSch 2, para 2(1)
Whether to waive, on compassionate ground, the actuarial reduction applied to deferred benefits paid early under B30

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation B30A(3), TPSch2, para 2(1)
Whether to grant an application for early payment of a suspended tier 3 ill health pension on or after age 55 and before age 60.

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation B30A(5), TPSch2, para 2(1)
Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A for a suspended tier 3 member.

b) The Council/Employer will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation 31(2)
Grant application from a post 31.03.98 / pre 01.04.08 leaver for early payment of benefits on or after age 50/55 and before age 60

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation 31(5) and TPSch 2, para 2(1)
Waive, on compassionate grounds, the actuarial reduction applied to benefits paid early for a post 31.03.98 / pre 01.04.08 leaver

b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Regulation 31(7)A
Councillor optants and pre 01.04.18 employee optants but only to get benefits paid from NRD if employer agrees.

b) Councillor optants out and pre 1.4.08 employee optants out who continue to work for the Council will have their pension benefits paid from their normal retirement date.

Discretions in relation to scheme members who ceased active membership before 01/04/2008.

Regulation TP3(5A) (vii), TL4, L106(1), and D11(2)(c)
Grant application for early payment of deferred benefits on or after age 50 on compassionate grounds.

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b) The Council will not normally exercise this discretion but may consider it under exceptional circumstances

Councillor S Hodges asked if an example could be provided so that she could have an understanding of a possible cost.

**RECOMMENDED: to a meeting of Finance, Policy and General Purposes Committee on 25 November 2019, that the Review of Discretionary Powers under the LGPS Regulations is adopted as Barry Town Council Policy.**

R206. **BUDGET MONITORING REPORT 31 OCTOBER 2019**

Members were provided with the Committee's income and expenditure in the 2019/20 financial year as at the end of October 2019.

**RESOLVED: That the budget monitoring report for 31 October 2019 is received noting the projected out-turn for the year is to be underspent by £33,588.**

R207. **DRAFT PERSONNEL COMMITTEE ESTIMATES FOR 2020/21**

Members were provided with a report with the draft estimates for 2020/21.

**RESOLVED: That members receive and agree the draft estimates for 2020/21**

**RECOMMENDATION: That the draft estimates for 2020/21 be put forward to the Finance, Policy and General Purposes Committee meeting being held on 25 November 2019 as confirmation of the Personnel Committee's requirements for the 2020/21 financial year.**

R208. **DATE OF NEXT MEETING**

**RESOLVED: That the next meeting of the Personnel Committee will be held on Monday 20 January 2020**

R209. **EXCLUSION OF PRESS AND PUBLIC**

**RESOLVED: That in accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public be excluded from the remainder of the meeting.**

R210. **MAR VACANCIES**

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a) Cadoxton Primary School

The Chief Officer advised that there had been an application received in respect of Cadoxton Primary School. Members considered the application and agreed to appoint the applicant.

**RESOLVED: That Father Ben Andrews is appointed the Minor Authority Representative for Cadoxton Primary School and that Father Ben Andrews is advised that he has been successful in the re-appointment of the Minor Authority Representative role on behalf of Barry Town Council.**

b) Barry Island Primary School

The Chief Officer advised that Councillor Wiliam had expressed an interest in the vacancy for Barry Island Primary School as he was the previous MAR for the school. Members considered Councillor Wiliam and agreed to appoint him.

**RESOLVED: That Councillor Steffan Wiliam is appointed the Minor Authority Representative for Barry Island Primary School and that Councillor Wiliam is advised that he has been successful in the re-appointment of the Minor Authority Representative role on behalf of Barry Town Council.**

c) Ysgol Gwaun Y Nant

The Chief Officer advised members that there had been no interest expressed for Ysgol Gwaun Y Nant. Councillor S Hodges advised that she had someone in mind and asked for an application form. She also advised that they have a concern about a possible conflict of interest. The Chief Officer advised that the conflict can be looked into once the application form had been received and asked members if they would consider the application electronically as to not delay the appointment further as the next meeting of the Personnel Committee is scheduled for Monday 20 January 2020.

**RESOLVED: That an application form is sent to the individual who is considering the role of Minor Authority Representative for Ysgol Gwaun Y Nant and once received the Chief Officer contacts the members of the Personnel Committee electronically to review and decide on the appointment.**

R211. **SICKNESS ABSENCE MONITORING**

Members were provided with the sickness absence monitoring report for the organisation.

The Chief Officer talked members through the report and the corresponding charts, advising that there had been a particularly high

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level of long term sickness within the organisation. It is worrying to see a trend that mental ill health related absences have just overtaken physical ill health related absences. Stress at work related absence has been higher this year accounting for 18% and there are policies and support in place to mitigate against this.

Members of the Committee agreed that the thematic reporting and charts were clear and demonstrative and easier to follow and thanked officers for the report.

**RESOLVED: That members of the Personnel Committee receive and note the information contained within the report and that the appropriate Line Managers continue to monitor the sickness absence levels of all post holders, applying the Council's Sickness Absence Policy and support to staff.**

R212. **TIME OFF IN LIEU (TOIL) UPDATE**

Members were provided with information on the current situation in relation to senior officers' outstanding TOIL. Members noted they were pleased to see TOIL at more manageable levels.

**RESOLVED: That the report on TOIL be received, noting that the appropriate Line Managers continue to monitor the TOIL Levels of the post holders including their workload and time pressures, ensuring that TOIL is taken as soon as is practicable.**

R213. **REVIEW OF CAPACITY IN TOWN COUNCIL ROLES**

Members were provided with a report to review the capacity of two roles within the Council.

**RESOLVED: That members of the Personnel Committee note the contents of the report and agree to increase the capacity of the two roles within the report and:-**

1. **To increase the hours of the Cleaner position within the Council by an additional four hours per week from 1 January 2020 at a cost of £668 for the remainder of this financial year (which will be borne through the M&S Salaries budget underspend)**

2. **To increase the hours of the Civic Engagement and Events Administrator by an additional 5 hours per week from 1 December 2019 at a cost of £1,350 for the remainder of this financial year (which will be borne through the M&S Salaries budget underspend)**

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**RECOMMENDED: That the new increased hours for these two roles are included within the 2020/2021 draft budget proposals to Finance, Policy and General Purposes Committee on 25 November 2019, inclusive of a 20-hour Cleaner post at the cost of £12,910 and a 20-hour Civic Engagement and events Administrator post at a cost of £15,662 (combined additional budget requirement of £6,965)**

**The Chief Officer and Deputy Chief Officer left the room**

R214. **CHIEF OFFICER SALARY SCALES – NALC NATIONAL AGREEMENT**

Members were provided with a report to follow up on actions agreed at the Chief Officer's Appraisal Panel regarding the Chief Officer's salary scale and the NALC National Agreement.

Members were in agreement that the Chief Officer's Salary Scale should be aligned with the NALC National Agreement and agreed with the SCP alignment set out in the report.

Councillor Payne asked if the change could be implemented after the move to Town Hall as there will be additional changes.

Councillor Perkes advised that it is only fair that the role has a Job Evaluation as all other roles in the organisation have been job evaluated.

**RESOLVED:**

1. **That Members of the Personnel Committee agree with the Appraisal Panel's recommendation that an aggregated single method of determining salary for the Chief Officer to align with the national agreement (i.e.: an SCP scale rather than an SCP scale and a supplement) is put in place to create uniformity in application of pay scales across the organisation;**

2. **That Members agree to implement both 1 and 2 of the report concurrently – i.e. making the realignment SCP amendment and commissioning a Job Evaluation to check this is accurate**

**Members RECOMMENDED to a meeting of Finance, Policy and General Purposes Committee on 25 November 2019 that an external Job Evaluation of the Chief Officer role is commissioned to seek an opinion if the salary and substantive benchmark range is commensurate with the position (at an approximate cost of £300)**

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**The Chief Officer and Deputy Chief Officer returned to the room.**

**Councillors Clarke and Perkes then left the room as they were part of the Council's Appeals Panel and therefore excluded for the next item; the meeting remained quorate.**

R215. **OUTCOME OF DISCIPLINARY HEARING**

The Chief officer updated members with the outcome of a recent disciplinary hearing.

**RESOLVED: That members receive and note the information and agree with action to date as reported by the Chief Officer.**

The meeting closed at 7.40 pm

Signed ……..

Dated ……

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# FOR INFORMATION ONLY

## ACTION SHEET - PERSONNEL COMMITTEE -18 NOVEMBER 2019

| MINUTE NO. | ACTION TO BE TAKEN | ACTION TO BE TAKEN BY | DATE ACTION TO BE CARRIED OUT | PROGRESS |
|---|---|---|---|---|
| R205 | To a meeting of Finance, Policy and General Purposes Committee on 25 November 2019, that the Review of Discretionary Powers under the LGPS Regulations is adopted as Barry Town Council Policy | DCO | 25.11.19 | Complete |
| R207 | That the draft estimates for 2020/21 be put forward to the Finance, Policy and General Purposes Committee meeting being held on 25 November 2019 as confirmation of the Personnel Committee's requirements for the 2020/21 financial year. | DCO | 25.11.19 | Complete |
| R210 | That an application form is sent to the individual who is considering the role of Minor Authority Representative for Ysgol Gwaun Y Nant and once received the Chief Officer contacts the members of the Personnel Committee electronically to review and decide on the appointment. | Admin | 19.11.19 | Complete |
| R213 | That the new increased hours for these two roles are included within the 2020/2021 draft budget proposals to Finance, Policy and General Purposes Committee on 25 November 2019, inclusive of a 20-hour Cleaner post at the cost of £12,910 and a 20-hour Civic Engagement and events Administrator post at a cost of £15,662 (combined additional budget requirement of £6,965) | DCO | 25.11.19 | Complete |
| R214 | To a meeting of Finance, Policy and General Purposes Committee on 25 November 2019 that an external Job Evaluation of the Chief Officer role is commissioned to seek an opinion if the salary and substantive benchmark range is commensurate with the position (at an approximate cost of £300) | CO | 25.11.19 | Complete |

# BARRY TOWN COUNCIL

# MATERNITY, PATERNITY, ADOPTION,

# PARENTAL, SHARED PARENTAL LEAVE POLICY

## 1. Introduction

Barry Town Council is committed to being a Family Friendly and progressive Employer and has made a number of commitments in terms of being an accredited Living Wage Employer and committed to the EHRC Working Forward pledge, making the workplace as supportive as possible for pregnant women.

This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, parental leave and shared parental leave for employees at Barry Town Council. It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. This policy reflects our commitment to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance.

See section 2 for definitions
See sections 3 to 21 for **Maternity Leave**
See sections 22 to 33 for **Paternity Leave**
See sections 34 to51 for **Adoption Leave**
See sections 52 to 61 for **Parental Leave**
See sections 62 to76 for **Shared Parental Leave**

## 2. Definitions

| | | |
|---|---|---|
| **EWC** | **Expected Week of Childbirth** | the week starting on a Sunday in which your doctor or midwife expects you (or your spouse, civil partner or partner) to give birth |
| **QW** | **Qualifying Week** | the fifteenth week before the EWC, or the week in which you are notified in writing by an adoption agency of having been matched with a child |
| **ISD** | **Intended Start Date** | the date on which you would like to start your maternity, paternity or adoption leave |
| **ERD** | **Expected Return Date** | the date we will expect you to return to work if you take your full entitlement to maternity leave or adoption leave |
| **RP** | **Relevant Period** | an eight week period ending with the QW in birth cases, or the eight week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with a child in adoption cases |
| **SML** | **Statutory Maternity Leave** | An employee is entitled to up to 52 weeks SML |
| **SMP** | **Statutory Maternity Pay** | An employee may be entitled to SMP |
| **OML** | **Ordinary Maternity Leave** | a period of 26 weeks' leave available to all employees who qualify for maternity leave |
| **AML** | **Additional Maternity Leave** | a further period of up to 26 weeks' leave immediately following OML |
| | **Partner** | someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle, niece or nephew |
| | **Parent** | one of two people (whether of a different sex or the same sex) 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) |
| **EPD** | **Expected Placement Date** | the date on which an adoption agency expects that it will place a child into your care with a view to adoption |
| **OAL** | **Ordinary Adoption Leave** | a period of up to 26 weeks' leave available to all employees who qualify for adoption leave |
| **AAL** | **Additional Adoption Leave** | a further period of up to 26 weeks' leave immediately following OAL |
| **KIT** | **Keeping in Touch Days** | You may work for up to 10 days during ordinary or additional maternity leave |
| **OPL** | **Ordinary Paternity Leave** | 2 weeks consecutive leave |
| **OSPP** | **Ordinary Statutory Paternity Pay** | The amount of pay you are entitled to during Ordinary Paternity Leave |

| | | |
|---|---|---|
| **SAP** | **Statutory Adoption Pay** | Payable up to 39 weeks |
| **RFO** | **Responsible Finance Officer** | The officer nominated by Council to fulfil this role |
| **EWP** | **Expected Week of Placement** | The week in which you expect to start the adoption |
| **SPL** | **Shared Parental Leave** | A form of leave available to working parents. |
| **MA** | **Maternity Allowance** | Usually paid if you don't qualify for Statutory Maternity Pay |
| **ShPP** | **Statutory Shared Parental Pay** | Depending on qualifying parents can share parental pay. |

# 3. 0 Maternity Leave & Pay

**3.1** This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth.

**3.2 Notification**

**3.2.1** You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety issues.

**3.2.2** Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell your line manager in writing:

(a) That you are pregnant
(b) The EWC
(c) The date on which you would like to start your maternity leave (ISD)

**3.2.3** You must also provide a maternity certificate from a doctor or midwife (usually on a MAT B1 form) confirming your EWC. This is not available before the 20th week of pregnancy and is usually provided around the 26th week of pregnancy).

**4. Time off for ante-natal care**

**4.1** If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them near to the start or end of the working day.

**5. Sickness**

**5.1** Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

**5.2** Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

**5.3** If you are absent due to sickness for a pregnancy-related reason during the four weeks before your EWC, your maternity leave will start automatically (see paragraph 8, Starting maternity leave).

## 6. Health and safety

**6.1** We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

**6.2** We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties we will take reasonable steps necessary (for as long as necessary) to avoid those risks. This may involve:

(a) Changing your working conditions or hours of work;
(b) Offering you suitable alternative work on terms and conditions that are the same or not less favourable; or
(c) Suspending you from duties, this will be on full pay unless you have unreasonably refused suitable alternative work.

## 7. Entitlement to maternity leave

**7.1** All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' maternity leave which is divided into

(a) Ordinary maternity leave of 26 weeks (OML)
(b) Additional maternity leave of a further 26 weeks immediately following OML (AML)

## 8. Starting maternity leave

**8.1** The earliest date you can start maternity leave is 11 weeks' before the EWC (unless your child is born prematurely before that date). Maternity leave can commence on any day of the week.

**8.2** You must notify your line manager in writing of your Intended Start Date before the end of the QW (in accordance with paragraph 3.2.2). We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (EWC).

**8.3** You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

**8.4** You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

**8.5** Maternity leave shall start on the earlier of:

(a) Your Intended Start Date (if notified to us in accordance with this policy); or
(b) The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or
(c) The day after you give birth.

**8.6** If you give birth before your maternity leave was due to start, you must let your line manager know the date of the birth in writing as soon as possible.

**8.7** The law prohibits you from working during the two weeks following childbirth.

**8.8** Shortly before your maternity leave starts, you and your line manager will discuss the arrangements for covering your work and how you will remain in contact, should you wish to do so, during your leave.

## 9. Statutory maternity pay

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

(a) You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

(b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (**the Relevant Period)** are not less than the lower earnings limit set by the Government;

(c) You provide us with a maternity certificate (MAT B1 form) stating your EWC;

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

(e) You are still pregnant 11 weeks before the start of theEWC or have already given birth.

**9.2** SMP is calculated as follows:

| | |
|---|---|
| Weeks 1 - 6 | 90% of your average weekly earnings, calculated over the Relevant Period. This is called the Earnings-Related Rate. |
| Weeks 7 - 39 | The Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate (90% of your average weekly earnings) if this is lower. |

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

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

(a) The week following the week in which employment ends; or
(b) The eleventh week before the EWC.

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

## 10. Contractual maternity pay

**10.1** Staff with at least twelve months' continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in 8:

| | |
|---|---|
| Weeks 1 - 26 | Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP) |
| Weeks 26 - 52 | 50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay. |

## 11. Terms and conditions during OML and AML

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

(a) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 11, Annual leave); and
(b) Pension benefits shall continue (see paragraph 13, Pensions).

## 12. Annual leave

**12.1** Annual leave entitlement will continue to accrue at the rate provided under your contract.

**12.2** If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less.

**12.3** Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting maternity leave.

**12.4** All holiday dates are subject to approval by your manager. Our holiday year runs from 1 April to 31 March.

## 13. Pensions

**13.1** During OML and any further period of paid maternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent.

**13.2** During any period of unpaid maternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service.

## 14. Keeping in touch

**14.1** We will make reasonable contact with you from time to time during your maternity leave as agreed prior to your maternity leave commencing.

**14.2** You may work (including attending training) for up to ten days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as Keeping in Touch (KIT) days. The arrangements would be set by agreement with your line manager. KIT days will be paid in addition to SMP based on the day or number of hours worked.

**14.3** Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your ten KIT days, if you do any further work you will lose a week’s SMP for the week in which you have done that work.

**14.4** KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day.

**14.5** Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This could be one of your KIT days. This may cover:

(a) Updating you on any changes that have occurred during your

absence;
(b) Any training needs you might have; and
(c) Any changes to working arrangements (for example if you have made a request to work part-time)

## 15. Expected return date

**15.1** Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to tell you of your Expected Return Date (ERD). If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised ERD.

**15.2** We will expect you back at work on your ERD unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

## 16. Returning early

**16.1** If you wish to return to work earlier than the ERD, you must give us 21 days' prior notice in writing. If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the ERD if sooner.

## 17. Returning late

**17.1** If you wish to return later than the ERD, you may request unpaid parental leave in accordance with the, 'Parental Leave' section para.52, giving us as much notice as possible but not less than 21 days.

**17.2** Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

**17.3** If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

**17.4** In any other case, late return will be treated as unauthorised absence

## 18. Deciding not to return

**18.1** If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise we may require you to return to work for the remainder of the notice period. If the Council has paid you contractual maternity pay, and you choose not to return to work for at least 13 weeks following Maternity leave, then 13 weeks payment will be recovered from you.

**18.2** Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

**18.3** This does not affect your right to receive SMP.

### 19. Your rights when you return

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

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

### 20. Requests to change your working pattern

**20.1** We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no right to insist on working part-time, but you do have a statutory right to request flexible working. We will consider your request in accordance with the provisions of this statutory right, bearing in mind the needs of our organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

### 21. Shared parental leave

**21.1** You may choose to end your maternity leave and take shared parental leave. See para 62 for further details.

## 22 Paternity leave and pay

**22.1** This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive ante-natal care, paternity leave and pay.

### 22 Time off to accompany for antenatal care

**22.1** Legally employees are entitled to take unpaid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than 6 and a half hours each, if you:

(i) Are the biological father of the child; or
(ii) Are the spouse or civil partner of the child's mother;
(iii) Live with the child's mother in an enduring family relationship and are not a relative; or

(iv) Are to be treated as a parent of an expected child by fertility treatment (under the assisted reproduction provisions of the Human Fertilisation and Embryology Act (HEFA) 2008); or
(v) Are a potential applicant for a parental order where a child has been conceived using the sperm or egg of your spouse, civil partner or partner and has been carried by a surrogate mother (under the HEFA 2008 legislation).

Barry Town Council recognises the importance of these appointments and will authorise paid leave for two appointments.

**22.2** The appointments may include any relaxation or parenting classes but must have been made on the advice of the pregnant woman's doctor, midwife or health visitor.

**22.3** If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" confirming:

(a) That you have a qualifying relationship with a pregnant woman or her expected child,
(b) That you wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care which has been made on the advice of their doctor, midwife or health visitor,
(c) The date and time of the appointment.

**22.4** You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them near to the start or end of the working day.

## 23 Entitlement to paternity leave

**23.1** Certain employees can take paternity leave in relation to the birth or adoption of a child. Both men and women can request paternity leave. However, in adoption cases paternity leave is not available to an employee who also decides to take adoption leave. Further details of adoption leave are set out in Adoption Leave and Pay Section starting at para 34.

## 24 Ordinary paternity leave (OPL) – timing and eligibility

**24.1** OPL must be taken as two consecutive weeks. It cannot be taken in instalments. Barry Town Council recognises the importance of Paternity Leave and therefore will pay staff 2 weeks full pay for Ordinary paternity leave.

**24.2** OPL can be taken from the date of the child's birth or adoption placement, but must end:

(a) In birth cases, within 56 days' of the child's birth, or if they were

born before the first day of the EWC, within 56 days' of the first day of the EWC.
(b) In adoption cases, within 56 days' of the child's placement.

**24.3** You are entitled to ordinary paternity leave (OPL) if you meet all the following conditions:

(a) You have been continuously employed by us for at least 26 weeks' ending with:
(i) In birth cases, the 15th week before the EWC.
(ii) In adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child.
(b) You:
(i) Are the biological father of the child;
(ii) Have been matched with a child by an adoption agency;
(iii) Are the spouse, civil partner or partner of the child's mother;
or
(iv) Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
(c) You
(i) Expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
(ii) Are the child's biological father and you expecting to have some responsibility for the child's upbringing.
(iii) Are taking leave for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

## 25 Notification of OPL

**25.1** If you are eligible and wish to take OPL in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week, or if this is not possible, as soon as you can.

**25.2** You must confirm:

(a) The EWC, or the date on which you and your partner were notified of having been matched with the child, together with the Expected Placement Date;
(b) Whether you intend to take two consecutive weeks' leave;
(c) When you would like to start your leave. You can state that your leave will start on:
(i) The day of the child's birth or the day on which the child is placed with you or the adopter
(ii) A day which is a specified number of days after the child's birth or placement; or

(iii) A specific date later than the first date of the EWC or the Expected Placement Date

**25.3** We may require a signed declaration from you that you are taking OPL to care for the child or to support the child's mother or your partner in caring for the child.

## 26. Changing the dates of OPL

**26.1** Where you are to take OPL in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 25. This notice should be given:

(a) Where you wish to vary your leave to start on the day of the child's birth/placement, at least 28 days' before the first day of the EWC/EPD.
(b) Where you wish to vary your leave to start a specified number of days after the child's birth/placement, at least 28 days' (minus the specified number of days) before the first day of the EWC/EPD.
(c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days' before that date.

**26.2** If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

## 27. Statutory paternity pay

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

**27.2** OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please visit www.gov.uk/paternity-pay-leave.

### Contractual paternity pay

**27.3** Barry Town Council has agreed to go beyond statutory requirements and enhance the Statutory paternity pay to staff offering four weeks paternity leave at full pay.

## 28. Terms and conditions during OPL

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

(a) Benefits in kind such as life insurance and health insurance shall continue;
(b) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 29, Annual leave); and
(c) Pension benefits shall continue (see paragraph 30, Pensions).

## 29. Annual leave

**29.1** All staff continue to accrue annual leave during paternity leave at the rate provided under their contract of employment. Annual leave accrued during paternity leave, including bank holidays, will be paid at the employee's normal weekly rate of pay.

**29.2** Annual leave entitlement will continue to accrue at the rate provided under your contract. If you are taking a period of OPL which will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 April to 31 March.

## 30. Pensions

**30.1** During any period of paid paternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Responsible Finance Officer (RFO).

**30.2** During any period of unpaid paternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service.

## 31. Returning to work

**31.1** You are normally entitled to return to work following OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

**31.2** However, if you have combined your OPL with a period of:

(a) Additional maternity leave;
(b) Additional adoption leave; or
(c) Parental leave of more than four weeks,

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

### 32. Requests to change your working pattern

**32.1** We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Hours Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the Council. It is helpful if requests are made as soon as possible.

### 33. Deciding not to return

**33.1** If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive OSPP.

## 34 Adoption leave and pay

34.1 This section outlines the statutory rights and responsibilities of employees who adopt.

### 35 Entitlement to adoption leave

35.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 38). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

35.2 You are entitled to adoption leave if you meet all the following conditions:

(a) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date (EPD).
(b) You have notified the agency that you agree to the child being placed with you on the EPD.
(c) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

35.3 If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.

### 36. Time off for adoption appointments

**36.1** You are entitled to take time off during your working hours to attend adoption appointments that take place after an adoption agency has notified you that a child is, or is expected to be placed with you, for adoption. These appointments must be made by an adoption agency:

(a) So that you can have contact with that child; or
(b) For any other purpose connected with that adoption.

**36.2** You are entitled to paid time off to attend up to five appointments, lasting no more than 6 and a half hour each during working hours if you are:

(a) Adopting on your own; or
(b) Adopting as part of a couple and have been elected as the main adopter

**36.3** Legally you are entitled to unpaid time off to attend up to two appointments, lasting no more than 6 and a half hours each during working hours if you are adopting a child as part of a couple and have not been elected as the main adopter. Barry Town Council will authorise paid leave for these appointments

**36.4** If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" confirming:

(a) That you wish to take time off to attend an adoption appointment that has been made by or at the request of the adoption agency; and
(b) The date and time of the appointment; and
(c) If you are part of a couple adopting and have been elected as the main adopter, confirmation that you are electing to take paid time off

**36.5** You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them as near to the start or end of the working day and avoid teaching periods where possible.

## 37. Notification of intention to take leave

**37.1** You must give us notice in writing of:

(a) The Expected Placement Date; and
(b) Your intended start date for adoption leave (Intended Start Date - ISD) (see paragraph **39)**.

**37.2** This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

**37.3** At least 28 days' before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:
(a) A Matching Certificate from the adoption agency confirming:

i. The agency's name and address;
ii. The date you were notified of the match;
iii. The Expected Placement Date; and
iv. Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

## 38. Overseas adoptions

**38.1** If you are adopting a child from overseas, the following will apply:

(a) You must have received Official Notification that the adoption has been approved by the relevant UK authority.

**38.2** You must give us notice in writing of:

(a) Your intention to take adoption leave;
(b) The date you received the Official Notification; and
(c) The date the child is expected to arrive in Great Britain

**38.3** This notice should be given as early as possible but in any case within 28 days' of receiving the Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks' of starting employment).

**38.4** You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

**38.5** You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

**38.6** We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

## 39. Starting adoption leave

**39.1** 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.

**39.2** You must notify us of your Intended Start Date in accordance with paragraph 36. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date - ERD).

**39.3** You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

**39.4** You can bring forward your Intended Start Date by informing us in writing at

least 28 days before the new start date or, if that is not possible, as soon as you can.

**39.5** Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

## 40. Statutory Adoption Pay

**40.1** Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

(a) You have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
(b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (the RELEVANT PERIOD) are not less than the lower earnings limit set by the Government; and
(c) You have given us the relevant notifications under paragraph 36.

**40.2** SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

**40.3** SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

**40.4** If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

(a) 14 days before the Expected Placement Date; or
(b) The day after your employment ends,
(c) whichever is the later.

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

## 41. Contractual adoption pay

**41.1** Staff with at least twelve months continuous service at the 11th week before the expected week of adoption to start, will be entitled to receive contractual adoption pay as follows, in addition to payments set out in para 40

| | |
|---|---|
| : Weeks 1 – 12 | Full pay (offset against payments made by way of SAP or Adoption Allowance for employees not eligible for SAP) |
| Weeks 13 – 26 | 50% of salary plus any Prescribed Rate SAP to which you are entitled, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay. |

## 42. Terms and conditions during Ordinary Adoption Leave (OAL) and Additional Adoption Leave (AAL)

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

(a) Benefits in kind such as life insurance and health insurance shall continue;
(b) Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 43, Annual leave); and
(c) Pension benefits shall continue (see paragraph 44 Pensions).

## 43. Annual leave

**43.1** All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment. Annual leave accrued during OAL and AAL, including bank holidays, will be paid at the employee's normal weekly rate of pay.

**43.2** Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 April to 31 March.

## 44. Pensions

**44.1** During OAL and any further period of paid adoption leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the RFO directly.

**44.2** During unpaid AAL, we shall not make any employer pension contributions and the period shall not count as pensionable service.

## 43. Disrupted adoption

**43.1** Adoption leave is disrupted if it has started but:

(a) You are notified that the placement will not take place;
(b) The child is returned to the adoption agency after placement; or
(c) The child dies after placement.

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

## 44. Keeping in touch

**44.1** We may make reasonable contact with you from time to time during your adoption leave.

**44.2** You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave or pay to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager.

**44.3** Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

(a) Updating you on any changes that have occurred during your absence;
(b) Any training needs you might have; and
(c) Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 50, 'Requests to change your working pattern'

## 45. Expected Return Date

**45.1** Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your ERD. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised ERD.

**45.2** We will expect you back at work on your ERD unless you tell us otherwise (see paragraphs, 46, 47 and 48). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

## 46. Returning early

**46.1** If you wish to return to work earlier than the ERD, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

**46.2** If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the ERD if sooner.

## 47. Returning late

**47.1** If you wish to return later than the ERD, you should request unpaid parental leave in accordance with section 52, 'Parental Leave' giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

**47.2** If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual Sickness Absence Policy will apply.

**47.3** In any other case, late return will be treated as unauthorised absence.

## 48. Deciding not to return

**48.1** If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

**48.2** Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

**48.3** This does not affect your right to receive SAP.

## 49. Your rights when you return

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

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

### 50. Requests to change your working pattern

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

### 51. Shared parental leave

**51.1** You may choose to end your adoption leave and take shared parental leave. See para 62 for further details.

## 52. Parental Leave

**52.1** The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

**52.2** This section of the policy reflects 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.

### 53. Entitlement to parental leave

**53.1** Employees who fulfil the criteria set out in this paragraph 53.3 (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 54 to paragraph 57.

**53.2** Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your line manager.

**53.3** To take a period of parental leave in relation to a child, you must:

(a) Have at least one year's continuous employment;
(b) Have or expect to have responsibility for the child; and
(c) Be taking the leave to spend time with or otherwise care for the child.

**53.4** You have responsibility for a child if you:

(a) Are the child's biological mother or father (whether or not you are

living with the child);
(b) Are the child's adoptive parent; or
(c) Otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

## 54. Timing of parental leave

**54.1** You can take parental leave for each child and adopted child up to their 18th birthday.

**54.2** You are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

**54.3** Unless the leave is to be taken in respect of a child entitled to a disability living allowance or Personal Independence Payment, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

## 55. Notification requirements

**55.1** You must give your line manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

(a).If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the EWC. The notice must specify the EWC and the duration of the period of leave required.
(b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP **and** the duration of the period of leave required.
(c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

**55.2** If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your line manager notice of that intention at least 21days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

## 56. Evidential requirements

**56.1** Before you take a period of parental leave under this policy, you must provide us with evidence of:

(a) Your responsibility or expected responsibility for the child;
(b) The child's date of birth or date of adoption placement; and

**56.2** For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line manager.

**57. Our right to postpone parental leave**

**57.1** Where you give notice in accordance with paragraph 55 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

**57.2** We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

**57.3** We might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

(a) You wish to take parental leave during a peak period;
(b) A number of employees wish to take parental leave at the same time;
(c) Your work is of importance to a time-critical project; or
(d) Cover for your work cannot be found before the date on which your parental leave is due to start.

**57.4** If we decide to postpone your parental leave, we shall:

(a) Consult you about the date to which the leave might be postponed; and
(b) No more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

**58. Terms and conditions during parental leave**

**58.1** Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

**58.2** However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

**58.3** During parental leave you will remain bound by your obligation of good faith

towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

## 59. Pensions

**59.1** Local Government Pension Scheme membership (where applicable) continues to build up during the first 30 days of any period of unpaid leave, including parental leave, as long as you make the pension contributions that you would have paid had you been at work. After the first 30 days, the period will not count as pensionable service. You may if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits.

## 60. Returning to work

**60.1** You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

**60.2** However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

**60.3** We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

## 61. Abuse of this policy

**61.1** Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Policy.

# 62. Shared parental leave and pay

**62.1** This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

### 63 What is shared parental leave?

**63.1** Shared parental leave (SPL) is a form of leave available to working parents following the birth or adoption of a child. It applies in respect of children who are expected to be born or placed on or after 5 April 2015.

**63.2** SPL allows parents, and partners in certain circumstances (see 64.1 below), to take up to 52 weeks leave in total on the birth or adoption of a child. You may be able to take this leave at the same time or at different times. Up to 50 weeks of this leave may be designated as SPL. Assuming you are both eligible, you and your partner can choose how you split that leave between you. You may be able to take this leave at the same time or at different times. You may also be able to take it in more than one block.

**63.3** SPL must be taken in the first 52 weeks of the child's birth or adoption.

**63.4** If you choose to take SPL then any period of maternity or adoption leave being taken in respect of the child will end.

### 64. Entitlement to SPL when a child is born

**64.1** You are entitled to SPL in relation to the birth of a child if:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- 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).

**64.2** The following conditions must also be fulfilled:

- 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;
- 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 £390 (always check Gov.uk web site for the latest figures when reading this policy) during 13 of those weeks; and
- 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) .

**64.3** 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 pay).

**64.4** If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

**64.5** If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL (see para 22 Paternity leave and pay). Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

**65. Entitlement to SPL when a child is adopted**

**65.1** You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.

**65.2** The following conditions must be fulfilled:

- 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;
- 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 £390 (correct Sept 2017 – check Gov web site) weeks; and
- you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or SAP.

**65.3** 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.

**65.4** If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see para 22 Paternity leave and pay). 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.

**65.5** 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 pay).

## 66. Opting in to shared parental leave and pay

**66.1** Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving the information in para 66.2 or 66.3 as appropriate.

**66.2** When a child is born:

- your name and the name of the other parent;
- if you are the child's mother, the start and end dates of your maternity leave;
- 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;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how much of that 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);
- 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);
- how much of that 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);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

**66.3 When a child is adopted**:

- your name and your partner's name;
- if you are taking adoption leave, your adoption leave start and end dates;
- 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;
- 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;
- 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);
- if you are claiming ShPP, the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- 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);

- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

**67. Ending your maternity or adoption leave**

**67.1** If you choose to take SPL then the maternity or adoption leave that you, your partner or the other parent are taking will come to an end. This is called curtailment.

**67.2** If you are still on maternity leave or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your child is placed, but you cannot end your maternity or adoption leave until at least two weeks after the birth or placement.

**67.3** You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see para 66 above) or a written declaration that the child's other parent or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

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

a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;
b) (birth only) 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.

**67.5** Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the in circumstances in paragraph 67.4 (b).

**68. Ending the mother's maternity leave or your partner's adoption leave**

**68.1** When a child is born, if you are the child's father or the mother's partner, you will only be able to take SPL once the mother has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;

- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity pay); or
- given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

**68.2** When a child is adopted 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:

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

**69. Evidence of entitlement**

**69.1** You must also provide on request:

- 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); **OR**
- One or more documents from the adoption agency showing the agency's name and address and the expected placement date; **AND**
- The name and address of the other parent's employer (or a declaration that they have no employer).

**70. Notifying us of your SPL dates**

**70.1** Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

**70.2** If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

**70.3** You can give up to three periods of leave notices. This may enable you to take up to three separate blocks of shared parental leave.

## 71. Procedure for requesting split periods of SPL

**70.1** In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

**70.2** You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straightaway, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

- 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
- 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).

## 71. Changing the dates or cancelling your SPL

**71.1** 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.

**71.2** You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date.

**71.3** You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

**71.4** You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.

**71.5** You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 71.

**71.6** You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

**71.7** A notice to cancel or change a period of leave will count as one of your three periods of leave notices, unless:

- the variation is a result of your child being born or placed earlier or later than the EWC or expected placement date;
- the variation is at our request; or
- we agree otherwise.

## 72. Shared parental pay

**72.1** ShPP of up to 39 weeks (less any weeks of SMP or SAP claimed by you or the other parent/eligible partner) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not lessthan the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

## 73. Other terms during shared parental leave

**73.1** Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

**73.2** If you are a member of the pension scheme, we 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 school business manager that you wish to make up any shortfall.

## 74. Annual leave

**74.1** All staff continue to accrue annual leave during SPL at the rate provided under your contract of employment. Annual leave accrued during SPL, including bank holidays, will be paid at the employee’s normal weekly rate of pay.

**74.2** Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 April to 31 March.

## 75. Keeping in touch

**75.1** We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

**75.2** You may ask or be asked to work (including attending training) on up to 20 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.

**75.3** 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.

## 76. Returning to work

**76.1** If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. You should give this notice in writing

**76.2** If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three periods of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave (see para 52), which will be subject to business need.

**76.3** 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:

- if your SPL and any maternity, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Section).

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

**76.5** If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

**Date Adopted: January 2020**
**Date for next review: January 2022**

# Barry Town Council

# Flexible Working Policy

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## Introduction

This policy aims to encourage staff to consider flexible working arrangements. The organisation recognises that a better work-life balance can improve employee motivation, performance and productivity, and reduce stress. Therefore, the organisation wants to support its employees achieve a better balance between work and their other priorities, such as caring responsibilities, leisure activities, further learning and other interests. The organisation is committed to agreeing any flexible working arrangements, provided that the needs and objectives of both the organisation and the employee can be met.

It is the organisation's policy to encourage open discussion with employees. An employee that thinks they may benefit from flexible working is encouraged to contact their line manager to arrange an informal discussion to talk about the options.

## What is flexible working?

Flexible working is any type of working arrangement that gives some degree of flexibility on how long, where and when an employee works.

The following flexible working options are considered to be the typical arrangements that employees will request but the organisation recognises that there may be alternatives or a combination of options which are suitable to both the organisation and the employee:

- Compressed hours
- Home-working
- Job-sharing
- Flexible start and finish
- Overtime
- Part-time working

## Types of flexible working

- **Compressed hours** is where an employee works their usual full time hours in fewer days by working longer blocks meaning that there is no reduction in their pay. For example, a 5-day week is compressed into four days, or a 10-day fortnight into 9 days.

- **Home-working** is when an employee regularly carries out all, or part of, their duties from home rather than the employer's premises. The organisation can consider home-working being an occasional agreed day, or a mix of home and office based work each week

- **Job-sharing** is an arrangement where a full-time post is divided into two part-time roles. The two job holders then share the overall duties and responsibilities. Their skills and the hours each employee wishes to work must be compatible, and meet the needs of the organisation. Pay and benefits are shared in proportion to the hours each works. Job sharing can be considered where the creation of a single part-time post is difficult, or where two individuals wish to work part-time. The suitability of posts for job-sharing will be stated in any internal or external advertisements.

- **Flexible start and finish** allows an employee to choose when to start and finish work (within certain limits) in order to fulfil their contractual hours each month. An employee will be required to work an agreed number of hours per month and must be present within core hours defined with the line manager. Within a 4-week period, an excess of 15 hours can be carried over or a maximum of 15 hours owed by the employee in deficit; any deficit will need to be cleared in the following 4

week period. Outside of this, the line manager and employee can agree flexible start and finish times. It should be noted that this is different to the organisation's Time Off In Lieu (TOIL) policy which is defined as time taken off work by employees in recompense for additional hours worked outside of their normal working hours (for example, evening meetings, training, weekend events).

- **Overtime** is when hours are worked in addition to the usual full time hours. Overtime can be agreed where the organisation would benefit from an employee working more hours. For staff up to SCP 28, overtime will be paid according to the NJC National Agreement on Pay and Conditions of Service. Staff above SPC 28 do not receive paid overtime but receive Time of In Lieu (TOIL); see separate policy.

- **Part-time working** covers any arrangement where an employee is contracted to work anything less than typical full time hours for the type of work in question. For example, an employee who only works Monday to Wednesday. The suitability of posts for part-time working will be stated in any internal or external advertisements.

## The needs of the organisation

The organisation is committed to providing a range of appropriate working patterns. However, employees and management need to be realistic and to recognise that not all flexible working options will be appropriate for all roles.

Where a flexible working arrangement is proposed the organisation will need to take into account a number of criteria including (but not limited to) the following:

- the costs associated with the proposed arrangement
- the effect of the proposed arrangement on other staff
- the need for, and effect on, supervision
- the existing structure of the department
- the availability of staff resources
- details of the tasks specific to the role
- the workload of the role
- whether it is a request for a reasonable adjustment related to a disability
- health and safety issues

## Eligibility

Any employee with at least 26 weeks of employment service has a statutory right to request flexible working. However the organisation has taken the view that employees in all areas, and at any level, are entitled to submit a request for flexible working regardless of their length of service.

## Submitting a flexible working request

An eligible employee is entitled to submit **one** flexible working request in a 12 month period (an employee is entitled to additional requests if they relate to a statutory entitlement, for example the Equality Act 2010 right to request reasonable adjustments).

All requests must be made by email or letter. Any request made must include:

- the date of the application
- the changes that the employee is seeking to their terms and conditions
- the date from when the employee would like the proposed change to come into effect
- what effect the employee thinks the requested change would have on the organisation
- how, in their view, any such effect could be dealt with
- whether this is a statutory or non-statutory request
- whether a previous application for flexible working has been made
- the dates of any previous applications

If the employee is making the request in relation to the Equality Act, e.g. as a reasonable adjustment relating to a disability, this should be made clear in the application.

If an application does not contain all of the required the line manager will explain to the employee what additional or amended information they need to provide and ask the employee to resubmit the request.

## Meetings regarding flexible working

Upon receiving a written request for flexible working the line manager will usually seek to arrange a meeting with the employee to:

- discuss the request
- find out more about the proposed working arrangements

- how it could be of benefit to both the employee and organisation

If a meeting is arranged it will be held within 28 days of the organisation receiving the request. This time limit may be extended with the agreement of both the employee and the manager.

The employee will be given advance notice of the time, date and place of the meeting. If the initial date is problematic then one further date will be proposed. If a face to face meeting is difficult to arrange then, if agreed by the employee and the Chief Officer the meeting may be held over the telephone.

At the meeting the employee may, if they wish, be accompanied by a workplace colleague or a trade union representative.

If the employee fails to attend a meeting and then fails to attend a rearranged meeting without good reason, their application will be deemed to have been withdrawn.

Where a request can, without further discussion, be approved as stated in the employee's written application a meeting to discuss the request may not be necessary. The employee will be informed of the organisation’s agreement to the request by a confirmation letter as outlined in the section ‘Responding to a flexible working request’ within 28 days of the organisation receiving the request. This time limit may be extended with the agreement of both the employee and the manager.

## Responding to a flexible working request

The line manager will consider the proposed flexible working arrangements, looking at the potential benefits and adverse effects to the employee and to the organisation in implementing the proposed changes. The line manager will discuss this with the Chief Officer (Head of HR).

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

The employee will be informed in writing of the organisation’s decision as soon as is reasonably practicable, but no later than 14 days after the meeting.

The request may be granted in full, in part or refused. The organisation may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. If the request is agreed then the employee will be sent a confirmation letter which will include details of the new arrangements. The employee should contact their line manager within 14 days if they wish to discuss the new arrangements further, or have any concerns.

## Right to appeal decision

The employee has the right to appeal the decision if their request is refused or is only agreed in part.

The employee may lodge an appeal within **14 days** of being notified of a decision on their application. This should be done in writing and clearly state the grounds on which they are appealing. The appeal will be heard within 28 days by the Council's Appeals Panel (membership drawn from the Personnel Committee). The employee will then be informed of the outcome to their appeal within 14 days of the appeal meeting. These time limits may be extended with the agreement of both the employee and the manager.

## Trialling new working arrangements

Where there is some uncertainty about whether the flexible working arrangement is practicable for an employee and/or the organisation a trial period may be agreed. If a trial period is arranged the organisation will allow sufficient time for an employee and their manager to implement and become used to the new working practices before taking any decisions on the viability of a new arrangement.

## Varying an employee's contract

Where flexible working practices are agreed as a permanent change, a variation will need to be made to the employee's contract of employment. A new contract of employment will be sent to the employee within 28 days of the change to the employee's working pattern being agreed.

If the employee has any questions or concerns about the new contract of employment they should contact their line manager to discuss the matter further.

Where a trial period has been arranged the organisation will provide the employee with a document that details their new working pattern and makes clear that it is only a temporary variation to the terms of the employee's contract. The employee will be informed in writing of the start and end dates of the trial period (although the organisation may reduce or lengthen the trial period where necessary with the agreement of the employee). The organisation will reserve the right, at the end of the agreed trial period, to require the employee to revert to their previous working arrangement.

## Complaints and further information

The organisation is strongly opposed to any form of victimisation of individuals who work, or request to work under flexible working arrangements.

If an employee feels that they have been treated unfairly or are dissatisfied with any stage of the flexible process, they should raise their concerns informally with their immediate line manager, or if necessary a senior manager

If informal discussions do not resolve the matter to an employee's satisfaction, they should raise a grievance under the organisation's grievance procedure.

For further information an employee should refer to the information listed below and/or contact their line manager.

Law relating to this document:

Employment Rights Act 1996

Equality Act 2010

Flexible Working Regulations 2014

| PERSONNEL COMMITTEE | 20 JANUARY 2020 | AGENDA ITEM: 7 |
|---|---|---|

# BUDGET MONITORING REPORT DECEMBER 2019

## Report Author

Mark Sims, Deputy Chief Officer

## Purpose of Report

To provide members with the Committee's income and expenditure in the 2019/20 financial year as at the end of December 2019.

## Background Information

On the following page is the budget monitoring report to 31 December 2019, indicating actual income and expenditure up to the end of month nine in the 2019/20 financial year.

At this stage in the financial year officers are projecting an underspend of £47,591.

## Recommendation

Members are requested to receive the budget monitoring report for December 2019 noting the projected out-turn for the year is to be underspent by £47,591.

**Budget Monitoring Report to 31st December 2019.**

| Gross Expenditure | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Description** | **Item No.** | **Budget** | **Expenditure** | **Committed** | **Balance** | | **Budget** | **Year End** | **Projected** |
| | | **12 Months** | **9 Months** | **Expenditure** | | | **12 Months** | **Projections** | **Variance** |
| | | **£** | **£** | **£** | **£** | | **£** | **£** | **£** |
| **Personnel Committee** | | | | | | | | | |
| M&S/Salaries | 1 | 331,255 | 239,742 | 82,458 | 9,055 | | 331,255 | 322,200 | 9,055 |
| Planning/Salaries | 1 | 10,000 | 6,693 | 2,232 | 1,075 | | 10,000 | 8,925 | 1,075 |
| Merthyr Dyfan Cemetery/Salaries | 1 | 318,850 | 220,079 | 71,373 | 27,398 | | 318,850 | 291,452 | 27,398 |
| Porthkerry/Salaries | 1 | 15,000 | 11,250 | 3,750 | 0 | | 15,000 | 15,000 | 0 |
| Pioneer Hall/Salaries | 1 | 25,500 | 18,515 | 6,228 | 757 | | 25,500 | 24,743 | 757 |
| Community Building/Salaries | 1 | 11,750 | 0 | 1,958 | 9,792 | | 11,750 | 1,958 | 9,792 |
| M&S/Equipment | 16 | 5,000 | 1,417 | 3,583 | 0 | | 5,000 | 5,000 | 0 |
| Merthyr Dyfan Cemetery/Equipment | 9 | 4,000 | 3,871 | 1,170 | -1,041 | | 4,000 | 5,041 | -1,041 |
| Pioneer Hall/Equipment | 9 | 500 | 32 | 468 | 0 | | 500 | 500 | 0 |
| Community Building/Equipment | 8 | 500 | 0 | 500 | 0 | | 500 | 500 | 0 |
| M&S/General Salaries Contingency | 23 | 31,745 | 26,812 | 4,933 | 0 | | 31,745 | 31,745 | 0 |
| M&S/Health and Safety | 24 | 5,000 | 1,352 | 3,648 | 0 | | 5,000 | 5,000 | 0 |
| Corporate/Staff Suggestion Scheme | 4 | 500 | 0 | 500 | 0 | | 500 | 500 | 0 |
| Corporate/Councillor Training | 6 | 2,000 | 220 | 1,780 | 0 | | 2,000 | 2,000 | 0 |
| Corporate/Staff Training | 7 | 16,000 | 11,728 | 3,717 | 555 | | 16,000 | 15,445 | 555 |
| **Total Expenditure** | | **777,600** | **541,711** | **188,298** | **47,591** | | **777,600** | **730,009** | **47,591** |

Our budget for the year is £777,600 with actual expenditure for the 9 months to 31 December 2019 of £541,711 with committed expenditure of £188,298 leaving an amount remaining of £47,591.

Our projected out-turn for the year is to be underspent by £47,591.

**Staff Training Breakdown**

| | | |
|---|---|---|
| Statutory | £ 4,565 | (Safety Awareness Training on Dumper, Excavator and Chainsaw) |
| Occupational | £ 7,163 | |
| Vocational | £ - | |
| | £ 11,728 | |