

Section IV

EMPLOYEES' WELFARE

(Revised Mar 2018)

A. SICKNESS BENEFIT (revised Mar 2017)

Where an employee is absent from work due to incapacity through sickness or injury their contract of employment will determine any sickness benefit payable by the employer in place of Statutory Sick Pay (SSP). In cases where the employee does not qualify for any employer based sickness benefit or the latter falls below the statutory limits of SSP, SSP benefit will apply.

A Group Income Protection Insurance may be applicable to employees with more than two years' continuous employment. This insurance provides an income, after six months' continuous absence due to ill-health or incapacity, to qualifying applicants. The Insurance Company's decisions on qualification of an individual for benefit apply.

Reporting and notification procedures will be outlined either in the contract of employment or in the employee/staff handbook.

B. MEDICAL EXAMINATIONS (revised Jun 2017)

1. ALL EMPLOYEES

At any time following their appointment or during their employment individuals may be required by their employing organisation to undergo a medical examination or an occupational health assessment. in accordance with denominational guidelines. The expense of this examination is the responsibility of the employing organization.

2. PERIODIC HEALTH EVALUATION

- (a) Periodic health evaluations conforming to a designated range of tests are available to employees upon their request, following consultation with the employing organization.
- (b) The normal frequency of authorised health evaluations shall be every three years from the date of employment.
- (c) The cost of authorised health evaluations will be met in full by the employing organization.
- (d) The procedural arrangements are as follows:
 - (i) In the case of non-medical scheme subscribers the employee shall confirm the general practitioner's willingness to conduct the tests and to provide a quotation for same.
 - (ii) A letter of authorisation shall be provided by the employing organization who will request with the employee's consent, a written response from the examining doctor on the general health of the employee.
 - (iii) The examining doctor shall be requested to provide a written non-technical report to the employee.
 - (iv) Where the general practitioner under (d) (i) is not the employee's GP the examining doctor shall be requested to submit a more detailed report to the employee's general practitioner.
- (e) This provision is separate and independent from any arrangements to manage performance support.

C. MATERNITY PROVISIONS (revised Jun 2016)

1. INTRODUCTION

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy related illness, and maternity leave and pay.

The employer recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the employer's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with the employer designated person to ensure that they are followed correctly.

The following definitions are used in this policy:

Expected Week of Childbirth means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.

Qualifying Week means the 15th week before the expected week of childbirth.

2. NOTIFICATION OF PREGNANCY

On becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for the employer.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the employer in writing of:

- The fact that she is pregnant;
- Her expected week of childbirth; and
- The date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave date, provided that she advises the employer in writing at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the employer in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The employer will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

3. TIME OFF FOR ANTENATAL CARE

Once an employee has advised the employer that she is pregnant, she will be entitled to take reasonable paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife, or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

4. HEALTH AND SAFETY – RISK ASSESSMENT

While employers have a duty of care of the health and safety of all employees they are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breast-feeding. The employer will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the employer will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the employer to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the employer may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy, until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and the suspension will not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

5. SICKNESS ABSENCE

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contracted sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the employer in writing of this as soon as reasonably practicable.

6. MATERNITY LEAVE

All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. They may also take up to four weeks' unpaid parental leave at this time or subsequently (see the parental leave policy for further details.) This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- The employee's chosen start date;
- The day after the employee gives birth; or
- The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify the employer in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

7. ORDINARY MATERNITY LEAVE

During the period of ordinary maternity leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary. In particular, any benefits in kind will continue to accrue; and pension contributions will continue to be made.

Salary will be replaced by statutory maternity pay (SMP) if the employee is eligible to receive it.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of ordinary maternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, the employee should take the full year's entitlement before starting her maternity leave.

8. ADDITIONAL MATERNITY LEAVE

During the period of additional maternity leave, the employee's contract of employment remains in force. All the terms of her contract will remain in force with the following exception:

The employee will not be eligible to receive her normal salary;

The employee will accrue annual leave under her contract of employment and must take at least the statutory minimum holiday entitlement required by the Working Time Regulations 1998 at a time other than during her maternity leave. Therefore employees should seek to take their annual holiday entitlement before the beginning of their maternity leave period wherever possible.

9. STATUTORY MATERNITY PAY (SMP)

The current rates of statutory maternity pay can be found on www.direct.gov.uk.

Currently SMP is payable for up to 39 weeks during maternity leave. For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period of eight weeks up to and including the qualifying week.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period of eight weeks up to and including the qualifying week if this is lower than the government's set weekly rate.

If the employee becomes eligible for a pay rise(s) between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise(s), regardless of whether SMP has already been paid. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

An employee is entitled to SMP if:

- She has been continuously employed by the employer for at least 26 weeks at the end of the qualifying week and she is still employed during that week;
- Her average weekly earnings in the eight weeks up to and including the qualifying week are not less than the lower earnings limit for national insurance contributions;
- She is pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth);
- She provides a MAT B1 form stating her expected week of childbirth; and
- She gives the employer proper notification of at least 28 days before her maternity leave in accordance with the rules set out above.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payments of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the government.

10. CONTACT DURING MATERNITY LEAVE

Shortly before an employee's maternity leave starts, the employer will discuss the arrangements for her to keep in touch during her leave, should she wish to do so. The employer reserves the right in any event to maintain reasonable contact with the employee from time to time during her maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her absence.

11. KEEPING-IN-TOUCH DAYS

Except during the first two weeks after childbirth (four weeks in the case of factory workers), an employee can agree to work for the employer (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of her maternity leave to an end and without loss of a week's SMP. These are known as 'keeping-in-touch' days. Any work carried out on a day shall constitute a day's work for these purposes.

The employer has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken will be paid at the full contractual rate. After any keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the employer.

12. RETURNING TO WORK

The employee will have been formally advised in writing by the employer of the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave. The employee is expected to return on this date, unless she notifies the employer otherwise. If she is unable to attend work at the end of maternity leave due to sickness or injury, the employer's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, it would assist the employer if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, she must give the employer at least eight weeks' notice of her date of early return, preferably in writing. If she fails to do so, the employer may postpone her return to such a date as will give the employer eight weeks' notice, provided that this is not later than the expected return date.

The Employment Rights Act 1996 section 72 provides that an employer must not allow a woman who is entitled to ordinary maternity leave to work during the compulsory leave period, which is a period of two weeks commencing with the day on which childbirth occurs (four weeks for factory workers).

If the employee decides not to return to work after maternity leave, she must give notice of resignation as soon as possible and in accordance with the terms of her contract of employment. If the notice period would expire after maternity leave has ended, the employer may require the employee to return to work for the remainder of the notice period.

13. RIGHTS ON AND AFTER RETURN TO WORK

On resuming work after ordinary maternity leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment if she had not been absent.

On resuming work after additional maternity leave, again she is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent. However, if it is not reasonably practicable for the employer to allow the employee to return to the same job, the employer may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if she had not been absent. An employee who unreasonably declines a job that fulfils the above criteria will be deemed to have resigned.

An employee who worked full-time to her maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns. However, all requests for

part-time work or other flexible working arrangements will be considered in line with the operational requirements of the employer. If an employee would like this option to be considered, she should write to her line manager setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request.

D. ADOPTIVE LEAVE (revised Jun 2016)

The employing organisation's policy is to comply with both the letter and spirit of the law on adoptive rights. To this end its aim is to inform employees who become adoptive parents of their entitlement to statutory adoptive rights and to ensure that those rights are understood by employees who qualify.

1. STATUTORY PROVISIONS

The current statutory legislation dealing with adoptive rights, leave and pay shall be the definitive statement in determining any case.

2. CONTRACTUAL ARRANGEMENTS

An employing organisation shall not make any contractual arrangement beyond the minimum provisions of the current statutory legislation. Employees taking additional adoptive leave will continue to retain all contractual benefits except pay.

3. STATUTORY ADOPTION LEAVE

Employees who become newly matched adoptive parents are entitled to take up to 26 weeks' ordinary adoption leave. An employee who has worked for the employer for 26 or more weeks at the date they are 'matched' for adoption by an approved adoption agency will also qualify to take up to 26 weeks' additional adoptive leave. Only one adoptive parent can take this leave, but the other may take paternity or parental leave. In addition to adoption leave employees who qualify for parental leave may take some of this leave immediately following the end of their adoption leave.

This policy only covers circumstances where the employee is newly-matched with a child or was the child's foster parent and has subsequently had the child placed with them by an adoption agency (and not through a court order) it does not cover circumstances where an existing step-parent is adopting a partner's children.

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

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

4. APPLICATIONS PROCESS

(a) UK Adoptions Application Process

Adopters will be required to inform their employers of their intention to take adoption leave within seven days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. They will need to tell their employers: when the child is expected to be placed with them; and when they want their adoption leave to start.

The employee can choose to start adoption leave from the date of the child's placement or from a fixed date which can be up to 14 days before the expected date of placement.

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

They will have to tell their employer the date they expect any payments of Statutory Adoption Pay to start at least 28 days in advance, unless this is not reasonably practicable.

Employers will have 28 days in which to respond to their employees' notification of their leave plans. The employer will write to the employee, setting out the date on which they expect the employee to return to work if the full entitlement to adoption leave is taken.

Employees who intend to return to work at the end of their full adoption leave entitlement do not have to give any further notification to their employers. An employee on adoption leave who wishes to return before the end of his or her full adoption leave entitlement, or wishing to change a previously notified return date must give the employer eight weeks' notice in writing of any change in their date of return to work. If insufficient notice is given an employer is entitled to postpone the employee's return until the end of the correct notice period provided that this postponement does not exceed the end of the additional adoption leave period. If an employee returns during this postponement they do not have to be paid.

(b) Overseas Adoptions Application Process

Overseas adoptions are subject to 3 stages of notification:

- (i) Employees adopting from overseas must give notice within 28 days of receiving official notification if they have 26 weeks' continuous service or within 28 days of completing 26 weeks' service. In the case of the adoption of an overseas child the adoption leave cannot begin before the child arrives in the country and the latest that leave can commence is 28 days after that entry.
- (ii) Second notification stage: In all cases, the employee must give the employer at least 28 days' notice of the actual date they want their adoption leave (and Statutory Adoption Pay, if they qualify) to start. They can give this notice at the first notification stage if they know the date. Adoption leave cannot start before the child enters the UK.

Employees can change their mind about the date on which they want their leave to start providing they tell the employer at least 28 days in advance of the new date, or as soon as is reasonably practicable.

- (iii) Third notification stage (after the child has entered the UK): Employees must tell the employer the date the child entered the UK within 28 days of the child's date of entry. If the adopter is also claiming Statutory Adoption Pay they will need to give evidence of the date of entry.

Employees must advise their employer as soon as is reasonably practicable if they find out that the child will not be entering the UK.

(c) Confirmation of Adoption Leave

- (i) The employer must respond to the employee's notification of the date they wish their adoption leave to start (the second notification stage) within 28 days confirming the date the adoption leave will end.

5. EVIDENCE OF ADOPTION

Employees will have to give their employer documentary evidence – a 'matching certificate' – from their UK adoption agency or official notification from an overseas authority as evidence of their entitlement to Statutory Adoption Pay. This will include basic information on matching and expected placement dates.

6. STATUTORY ADOPTIVE PAY (SAP)

During their ordinary adoption leave, most adopters will be entitled to Statutory Adoption Pay from their employers. An eligible employee who takes additional adoption leave in addition to their ordinary adoption leave may be entitled to up to 39 weeks' Statutory Adoption Pay in total. However, the rules may be different if the child is adopted from overseas.

The employee should provide evidence of the following when applying for Statutory Adoption Pay.

(a) UK Adoptions

- (i) The name and address of the adoption agency.

- (ii) The date they were notified of having been matched with the child.
- (iii) The date on which the child is expected to be placed for adoption, or if it has already happened, the actual date of placement.
- (iv) A declaration that the employee has chosen to receive Statutory Adoption Pay, rather than statutory paternity pay.

(b) Overseas Adoptions

As well as the evidence required for statutory adoption leave, an employee adopting a child from overseas must provide the following evidence to prove their entitlement to Statutory Adoption Pay:

- (i) A copy of their official notification. They must give this to the employer at least 28 days before they wish their SAP to start.
- (ii) A declaration that they are claiming SAP, and not statutory paternity pay.
- (iii) Evidence of the child's date of entry into the UK, eg. a plane ticket or copies of entry clearance documents. You should keep a copy for your records.

The prevailing level of Statutory Adoption Pay can be located on the government's Department of Work and Pension website at www.dwp.gov.uk.

Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance Contributions will not qualify for SAP. If an employee is not entitled to SAP, the employer will provide them with a completed form SAP1.

(c) Payment of Statutory Adoption Pay following Termination of Employment

For UK adoptions, if an employee's employment ends before the employer starts paying them Statutory Adoption Pay, it will still be paid. The payments will start on whichever is the later of:

- 14 days before the date of placement
- the day following the last day of work

For overseas adoptions, if an employee's employment ends before the employer starts paying them Statutory Adoption Pay it will still be paid provided the child enters the UK within 26 weeks of the end of their employment, unless the employee has begun work for another employer. The employee should still give the employer 28 days' notice of when they want their Statutory Adoption Pay to begin.

If an employee's employment ends during the Statutory Adoption Pay period, the employer must continue to pay the Statutory Adoption Pay – but only if the employee has not started work for another employer.

These rules apply regardless of whether the employment ends voluntarily, eg. by resignation, or by dismissal.

(d) Suspension of Payments

The employer may suspend payment of Statutory Adoption Pay for any week during which an employee works if the employee has already worked the maximum 10 keeping-in-touch days.

If an employee returns to work, but then for any reason they have to stop work for a week or more and they are still in their Statutory Adoption Pay period, the employer will pay them Statutory Adoption Pay again.

(e) Stopping Payments

The employer will stop paying Statutory Adoption Pay if an employee:

- dies;
- returns to work permanently before the end of the Statutory Adoption Pay period;
- works for an employer who they did not work for in the matching week;
- is taken into legal custody by the police, eg. is arrested and/or in prison.

The employer will also stop paying where:

- the child dies;
- the child stops living with the main adopter.

However, in these circumstances, payments will end eight weeks after the end of the pay week in which the child either died or stopped living with the main adopter.

(f) Payment in Joint and Individual Adoptions

Where a couple are adopting jointly, they can choose who will take statutory adoption leave and pay and who (regardless of gender) will take statutory paternity leave and pay.

If an employee is adopting individually, only they are eligible for payment.

7. CONTRACTUAL ISSUES

The contracts of employees on adoption leave remain in force and they are entitled to all terms except pay.

(a) Holidays

Holiday entitlement continues to accrue during ordinary adoption leave and additional adoption leave as does length of service for statutory employment rights eg. redundancy. An employee may not take annual leave during adoption leave.

Annual leave should be taken in full either before or after the adoption leave in the year in which it is due.

(b) Pensions

If an employee is a member of the pension scheme the employer will continue their contribution to the pension fund during the employee's ordinary and additional adoption leave and the employee's time off on adoption leave will count towards their length of service for pension purposes.

(c) Resignations

An employee who does not wish to return to work after their adoption leave must give notice as required by their contract of employment.

(d) Right of Return

An employee is entitled to return to the same job on the same terms and conditions as if they had not been absent if they take only ordinary adoption leave. If an employee also takes a period of parental leave which is longer than four weeks, or is preceded by a period of additional adoption leave, the employee is treated as though they were returning to work after additional adoption leave.

An employee who returns to work during or at the end of their additional adoption leave period is entitled to return to the same job on the same terms and conditions of employment as if they had not been absent if it is reasonable practicable.

However, if it is not reasonably practicable for the employee to return to their old job, the employer will offer the employee a job that is both suitable and appropriate and which offers terms and conditions that are no less favourable than those of the original job.

If the employer offers the employee a job that fulfils the criteria above and they unreasonably refuse it, they will have effectively resigned.

(e) Remuneration

An employee on adoption leave is entitled to benefit from any general improvements to the rate of pay, or other terms and conditions, which are introduced for their grade as if they hadn't been away.

8. EMPLOYER – EMPLOYEE CONTACT DURING ADOPTION LEAVE

During the adoption leave period the employer and employee may make reasonable contact with each other. The employee should be informed of promotion opportunities and other information relating to their job that they would normally be made aware of if they were working, eg. redundancy situations, restructuring etc.

Contact may be made by telephone, email, letter or workplace meetings and the level and nature of contact should be agreed before the period of adoption leave begins.

(a) Keeping-in-Touch (KIT) days

Employees may, in agreement with their employer, work for up to ten days – known as KIT days – under their contract of employment during their adoption leave period without it affecting their right to adoption leave or pay.

During KIT days, employees can carry out work for their employer. This could be their normal day-to-day work or could, for example, be attending a conference, undertaking training or attending a team meeting.

Any amount of work done on a KIT day counts as one KIT day. Therefore, if an employee comes in for a one-hour training session and does no other work that day, they will have used up one of their KIT days.

(b) Payment for KIT days

The employer and employee should agree on how much they will be paid for a KIT day which should not be less than their contractual pay rate.

If the employee is receiving Statutory Adoption Pay when they work a KIT day, the employer will continue to pay their Statutory Adoption Pay, but it will count towards their contractual pay for working the KIT day.

9. PROTECTION AGAINST DETRIMENT

As with maternity leave employees are protected from detriment and dismissal on the grounds that they have requested or taken adoptive leave. In addition they will not be treated less favourably if they attend or decline to attend KIT days.

E. PATERNITY LEAVE (revised Jun 2016)

The employing organisation's policy is to comply with both the letter and spirit of the law on paternity rights. To this end its aim is to inform employees who notify the organisation that they have become fathers or adoptive parents of their entitlement to statutory paternity rights and to ensure that those rights are understood by employees who qualify.

1. STATUTORY PROVISIONS

The current statutory legislation dealing with paternity rights, leave (SPL) and pay (SPP) shall be the definitive statement in determining any case.

2. CONTRACTUAL ARRANGEMENTS

An employing organisation shall not make any contractual arrangement beyond the minimum provisions of the current statutory legislation.

3. ORDINARY STATUTORY PATERNITY LEAVE

Fathers and adoptive parents who do not take adoptive leave will be entitled to two weeks' paternity leave on the birth or adoption of a child, to care for the child or support the mother. The employee can choose to take a single block of one or two weeks' duration. It cannot be taken as odd days or as two separate weeks and must normally be completed within 56 days of the birth or adoption.

To qualify the father/adopter must have been employed for 26 weeks leading into the 15th week before the expected week of childbirth or the week when the parent and child are matched for

adoption respectively and the purpose of the leave must be to care for the child or support the mother.

4. ORDINARY PATERNITY LEAVE – BIRTHS

An employee will be considered to have sufficient length of service where the baby is born earlier than the 14th week before the EWC and the employee would have acquired 26 weeks' service by the EWC.

They must – or expect to have – responsibility for the baby's upbringing, be the biological father of the baby and/or the mother's husband and be in employment with the employer from the qualifying week up to the date of birth. If their contract ends before the birth, they do not qualify for leave. If their contract ends after the birth, they retain their right to leave and pay if they qualify. The employee must notify the employer of their intention to take paternity leave.

Employees can choose to start their leave from the date of the child's birth (whether this is earlier or later than expected), or from a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or from a chosen date.

Leave can start on any day of the week on or following the child's birth but must be completed within 56 days of the actual date of birth of the child, or if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

If an employee's wife gives birth to a stillborn baby, after 24 weeks of pregnancy they are still entitled to paternity leave. If the baby is born alive but then later dies, the employee is still entitled to paternity leave.

Only one period of leave will be available to employees irrespective of whether more than one child is born as the result of the same pregnancy.

(a) Notification

Employees will be required to inform their employers in writing of their intention to take paternity leave by the 15th week before the baby is expected, unless this is not reasonably practicable.

They will need to tell their employers:

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

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

Employees can apply in writing for statutory paternity pay at the same time and must tell their employers the date they expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

(b) Notification of the actual birth date

The employee should tell the employer the actual date of birth in writing.

5. ORDINARY PATERNITY LEAVE – ADOPTIONS

To qualify for statutory paternity leave (SPL), an employee must meet certain qualifying criteria. The criteria differ for UK and overseas adoptions.

UK Adoptions

(a) Eligibility

An employee qualifies for SPL when adopting a child from the UK if they:

- Are either one of two parents jointly adopting a child or the partner of someone adopting a child individually.
- Have or expect to have responsibility for the child's upbringing with the other joint adoptive parent or the individual adopter.
- Are not taking statutory adoption leave and pay.
- Have been continuously employed by the employer for at least 26 weeks ending with the week in which they are notified of having been matched with the child – the qualifying week.
- Continue to work for the employer from the qualifying week to the date of the child's placement.
- Notified the employer when they want to take SPL no more than seven days after the adopter is notified that they've been matched with a child.
- Will be taking time off to support the adopter and/or to care for the child as paternity leave cannot be taken for any other purpose.

(b) Timing of Ordinary Paternity Leave

Paternity leave (and pay) can begin any time from the date of the child's placement with the adopter but must be completed within 56 days of this date.

The employee can choose to begin paternity leave on one of the following:

- The date on which the child is placed with the adopter, even if this is earlier or later than the expected date of placement. If the employee is at work on that date, their leave begins on the day after.
- A predetermined date after the expected date of placement.
- A date falling a specified number of days after the expected date of placement.

If the date of placement changes, the employee's chosen start date of paternity leave could fall before the date of placement or even after the 56-day limit or end date of paternity leave could fall after the 56-day limit. In these circumstances the employee should discuss the situation with their employer as soon as possible and give the appropriate notice to change the start date.

(c) Notification

To qualify for SPL when adopting a child from within the UK, an employee should notify their employer no more than seven days after the adopter is notified they've been matched with a child:

- That they intend to take paternity leave.
- When they want their leave to start.
- How much leave they expect to take.
- The date the adopter was notified that they had been matched with the child.
- The date on which the child is expected to be placed for adoption.

If it is not reasonably practicable for them to meet this deadline, they should notify their employer as soon as possible.

Employees can apply for SPP at the same time.

Overseas Adoptions

(d) Eligibility

An employee qualifies for SPL when adopting a child from overseas if they:

- are either one of two parents jointly adopting a child;
- have, or expect to have, responsibility for the child's upbringing with the other or main adopter;
- are not taking statutory adoption leave and pay;
- have worked for the employer continuously for at least 26 weeks into the week that the adopter receives official notification or by the time they want their SPL to begin, whichever is later;
- have given the employer the correct notification;
- continue to work for the employer up until the point the child enters Great Britain;
- Official notification for overseas adoptions is written notification issued by or on behalf of the relevant domestic authority (usually the Department for Children, Schools and Families) that the authority is either prepared to issue a certificate to the overseas authority dealing with the adoption of the child or has issued a certificate and sent it to that authority. In either case the notification certificate confirms that the other or main adopter is eligible to adopt and has been approved as being a suitable adoptive parent.

(e) Timing of Ordinary Paternity Leave

An employee adopting a child from overseas may choose to start their SPL:

- from the date the child enters the UK
- from a fixed date which is later than the date the child enters the UK.

They must complete their leave within 56 days of the date the child enters the UK. They can start their leave on any day of the week.

SPL may not be used to cover the period employees spend travelling overseas to arrange the adoption or visiting the child.

(f) Changing the Start Date of Ordinary Paternity Leave

If the employee wants to change the start date of their paternity leave, they must give their employer 28 days' notice of the change in writing.

If they can't give notice in time, they should tell their employer as soon as is reasonably practicable.

(g) Notification

Employees adopting a child from overseas must give written notice in three stages that they intend to take SPL.

In the first stage, the employee must inform the employer of:

- the date on which the other or main adopter received official notification
- the date the child is expected to enter the UK.

Where the employee already has the necessary 26 weeks' qualifying service when the adopter received official notification, they must give the employer this information within 28 days of the adopter receiving official notification. At this point, the employee should know roughly when the child will enter the UK.

Where the employee received official notification before they have the necessary qualifying service, they must give the employer notice within 28 days of completing the 26 weeks' qualifying service. Again, at this point, the employee should know roughly when the child will enter the UK.

In the second stage, the employee must give the employer at least 28 days' notice of the actual date they want their SPL (and SSP) if they qualify to start. They can give this notice at the first notification stage if they know the date. SPL cannot start before the child has entered the UK.

Employees can change their mind about the date on which they want their leave to start providing they inform their employer at least 28 days in advance of the new date, or as soon as is reasonably practicable.

For the third stage, which is after the child has entered the UK, the employee must tell their employer the date the child entered the UK within 28 days of the child's date of entry.

Employees must tell their employer as soon as is reasonably practicable if they find out that the child will not be entering the UK.

Employees may apply for SPP at the same time.

6. ORDINARY STATUTORY PATERNITY PAY

During their paternity leave, most employees will be entitled to Statutory Paternity Pay (SPP) from their employers (see below). Statutory Paternity Pay will be paid by employers for either one or two consecutive weeks as the employee has chosen. The prevailing level of Statutory Paternity Pay can be located on the government's Department of Work and Pension website at www.dwp.gov.uk.

Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes will not qualify for SPP.

(a) What happens if the Employee doesn't Qualify?

If an employee doesn't qualify for SPP, the employer will give them a completed form SPP1.

(b) Stopping Ordinary SPP

The employer can stop paying SSP if an employee:

- dies;
- works for an employer who they did not work for during the qualifying week or matching week;
- is taken into legal custody by the police, eg. is arrested and/or in prison;
- The employer will not pay SPP to an employee for any week during which they do some work.

(c) Ordinary Statutory Paternity Pay – Births

A person qualifies for statutory paternity pay (SPP) if they have:

- at least 26 weeks' continuous service with their employer by the end of the 15th week before the expected week of childbirth;
- average weekly earnings (AWE) at or above the lower earnings limit for National Insurance Contributions (NICs);
- self-certified their eligibility for SPP by giving their employer a completed form SC3 at least 28 days before they want their SPP to start.

The rate (and duration) of SPP remains the same regardless of the number of children resulting from a single pregnancy.

(d) Ordinary Statutory Paternity Pay – Adoptions

The qualification criteria for statutory paternity pay (SPP) differ for UK and overseas adoptions.

(e) Qualification criteria for Ordinary Paternity Pay – UK Adoptions

A person qualifies for SPP when they are adopting a child from within the UK if they:

- Have at least 26 weeks' continuous service with their employer by the week in which the adopter is notified of having been matched with the child.
- Have average weekly earnings (AWE) at or above the lower earnings limit (LEL).
- Have self-certified their eligibility for SPP by giving their employer a completed form SC4 at least 28 days before they want their SPP to start.
- Continue to work for their employer from the matching week to the date of placement.

(f) Qualification Criteria for Ordinary Paternity Pay – Overseas Adoptions

A person qualifies for SPP when they are involved in adopting a child from overseas if:

- The other or main adopter has received official notification.
- They have worked for their employer continuously for at least 26 weeks into the week that the adopter receives official notification or by the time they want their SPP to begin, whichever is later.
- They continue to work for their employer until the point the child enters the UK.
- They have self-certified their eligibility for SPP by their employer a completed form SC5 at least 28 days, or as soon as is reasonably practicable, before they want their SPP to start.
- They have AWE at or above the LEL for NICs which applies at the point when the adopter receives official notification or they complete 26 weeks' service, whichever is later.

7. CONTRACTUAL ISSUES DURING ORDINARY PATERNITY LEAVE

An employee's contract of employment continues throughout statutory paternity leave unless either the employer or the employee expressly ends it or it expires.

(a) Terms and Conditions during Ordinary SPL

During SPL an employee has a statutory right to continue to benefit from all the terms and conditions of employment which would have applied to them had they been at work, except for the terms relating to wages or salary.

(b) Length of Service

SPL counts towards an employee's period of continuous employment for the purposes of entitlement to other statutory employment rights and length of service with their employer.

(c) Holidays

An employee continues to accrue annual leave entitlement throughout SPL. An employee may not take annual leave during paternity leave – but may take it immediately before or after paternity leave. Employees must take their full annual leave entitlement.

(d) Pensions

Where the employee is a member of the pension scheme the employer will continue to make pension contributions for the SPL period. Individuals who have chosen to make AVC or stakeholder payments may continue to make these payments during their SPL.

(e) Pay on Return

An employee is entitled to benefit from any general improvements to the rate of pay or other terms and conditions introduced while they were away.

(f) Job upon Return

An employee is entitled to return to the same job on the same terms and conditions of employment as if they had not been absent on paternity leave. The only exception to this is where the employee took more than four weeks of parental leave immediately after their paternity leave. In this case they are entitled to return to the same job, on the same conditions where reasonably practicable.

However, if it is not reasonably practicable for the employee to return to their old job, they will be offered a job which is both suitable and appropriate for them to do in the circumstances on terms and conditions that are no less favourable than those for the original job.

(g) Detriment

Employees are protected from suffering a detriment or dismissal for taking, or seeking to take, paternity leave.

8. ADDITIONAL PATERNITY LEAVE

Additional paternity leave (APL) can be taken if the child's mother/adopter returns to work from a period of statutory maternity leave or statutory adoption leave without taking her full entitlement. The outstanding entitlement then transfers to the employee. If the child's mother/adopter has not taken his or her full SMP or SAP this will also transfer to the employee when they commence APL.

Eligible employees may take up to 26 weeks' additional paternity leave within the first year of their child's life provided that the mother has returned to work before using her full entitlement to maternity leave.

Additional paternity leave is also available to adoptive parents within the first year after the child's placement for adoption, provided that the child's adopter who elected to take adoption leave (the "primary adopter") has returned to work before using his/her full entitlement to adoption leave.

The earliest that additional paternity leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional paternity leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks and the maximum period is 26 weeks.

Additional paternity leave will generally commence on the employee's chosen start date specified in his/her leave notice, or in any subsequent variation notice (see "Notification of additional paternity leave" below).

During the period of additional paternity leave, the employee's contract of employment continues in force and he/she is entitled to receive all his/her contractual benefits, except for salary. In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, laptop, mobile phone) will continue and contractual annual leave entitlement will continue to accrue.

The employee will receive statutory paternity pay for some of the additional paternity leave period if the employee is eligible to receive it. The remaining period of additional paternity leave is unpaid.

Pension contributions will continue to be made during any period when the employee is receiving statutory paternity pay but not during any period of unpaid additional paternity leave. Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had he/she not gone on additional paternity leave.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of additional paternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during additional paternity leave, the employee should take his/her outstanding entitlement before starting his/her additional paternity leave.

(a) Eligibility for Additional Paternity Leave

In order to be eligible for additional paternity leave, an employee must satisfy each of the following criteria:

- He/she must be the father of the child or married to the child's mother, or the primary adopter, and in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, he/she must have been matched with the child for adoption. In both cases, he/she must be taking the leave to care for the child.
- He/she must have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child,

as at the end of the 15th week before the week in which he/she was notified of having been matched with the child.

- He/she must remain in continuous employment until the week before the first week of additional paternity leave.
- The mother of the child must be entitled to one or more of maternity leave, statutory maternity pay or maternity allowance. In the case of adoption, the primary adopter must be entitled to one or both of adoption leave or statutory adoption pay. The mother or primary adopter must have returned to work and forfeited a portion of his/her maternity or adoption leave.

(b) Notification of Additional Paternity Leave

Where an employee wishes to request additional paternity leave and pay, he/she must give his/her line manager eight weeks' written notice of the date on which he/she wishes to take the leave and, if applicable, additional statutory paternity pay to commence. The request form must be in writing and specify, in the case of a birth child, the date on which the child was expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption. In both cases, the notice must also specify the employee's name and intended start date and end date of additional paternity leave and statutory paternity pay.

The employee must also submit a written and signed self-certification form not less than eight weeks before the proposed start date of additional paternity leave and pay stating that the purpose of the additional paternity leave/statutory paternity pay period is to care for the child and that he/she satisfies the relationship eligibility conditions for additional paternity leave and pay.

At the same time, the mother or primary adopter must submit a written and signed declaration form stating:

- his/her name, address and national insurance number;
- the date that he/she intends to return to work;
- that he/she has given notice to his/her employer of returning to work;
- that he/she is entitled to statutory maternity pay, maternity allowance or statutory adoption pay;
- the start date of his/her maternity or adoption pay period;
- confirmation that the employee satisfies the relationship eligibility conditions;
- that he/she consents to the Employer processing the information contained in the declaration form; and
- that the employee is to his/her knowledge the sole applicant for additional statutory paternity pay and, in the case of a birth child, also that the employee is to his/her knowledge the only person exercising the entitlement to additional paternity leave in respect of the child.

On request by the Employer, the employee must produce the name and business address of the mother's or primary adopter's employer and a copy of the child's birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which he/she was notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The employee must supply this information within 28 days of it being requested.

The employee is permitted to bring forward his/her additional paternity leave start date, provided that he/she advises the Employer in writing at least six weeks before the new start

date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her additional paternity leave start date, or cancel his/her additional paternity leave altogether, provided that he/she advises the Employer in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Employer will formally respond in writing to the employee's notification of his/her additional paternity leave plans within 28 days, confirming the relevant start and end dates of additional paternity leave and pay.

(c) Additional Statutory Paternity Pay

Additional statutory paternity pay may be payable during some of additional paternity leave. An employee is entitled to additional statutory paternity pay if:

- he/she is the father of the child or married to the child's mother or the child's primary adopter, and in the case of a birth child, expects to have the main responsibility for the upbringing of the child (apart from the mother's responsibility) or, in the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the additional statutory paternity pay period;
- he/she has a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child (the "relevant week");
- he/she remains in continuous employment until the week before the additional statutory paternity pay period begins;
- his/her average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for national insurance contributions;
- the mother is entitled to statutory maternity pay or maternity allowance or, in the case of adoption, the primary adopter is entitled to statutory adoption pay, and the mother or primary adopter has returned to work before his/her full entitlement to statutory maternity pay/maternity allowance/statutory adoption pay has been exhausted;
- the mother or primary adopter has at least two weeks of his/her maternity or adoption pay period that remains unexpired; and
- he/she gives proper notification in accordance with the rules set out above.

Any statutory paternity pay due during additional paternity leave will be paid at a standard rate, or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than the standard rate. The prevailing level of Statutory Paternity Pay can be located on the government's Department of Work and Pension website at www.dwp.gov.uk. Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes will not qualify for SPP.

Statutory paternity pay is payable whether or not the employee intends to return to work after his/her additional paternity leave.

(d) Contact During Additional Paternity Leave

Shortly before an employee's additional paternity leave starts, the Employer will discuss the arrangements for him/her to keep in touch during his/her leave, should he/she wish to do so. The Employer reserves the right in any event to maintain reasonable contact with the employee from time to time during his/her additional paternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease his/her return to work or simply to update him/her on developments at work during his/her absence.

(e) Keeping-in-Touch Days During Additional Paternity Leave

An employee can agree to work for the Employer (or to attend training) for up to 10 days during additional paternity leave without that work bringing the period of his/her additional paternity leave and pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Employer has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during his/her additional paternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Employer and the employee. Any keeping-in-touch days worked do not extend the period of additional paternity leave. Once the keeping-in-touch days have been used up, the employee will lose any further entitlement to statutory paternity pay for any week in which he/she agrees to work for the Employer. It may also bring the additional paternity leave period to an end.

(f) Returning to Work after Additional Paternity Leave

The employee will have been formally advised in writing by the Employer of the end date of his/her additional paternity leave. The employee is expected to return on the next working day after this date, unless he/she notifies the Employer otherwise. If he/she is unable to attend work at the end of additional paternity leave due to sickness or injury, the Employer's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, he/she must give the Employer at least six weeks' notice of his/her date of early return, preferably in writing. If he/she fails to do so, the Employer may postpone his/her return to such a date as will give the Employer six weeks' notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after additional paternity leave, he/she must give notice of resignation as soon as possible and in accordance with the terms of his/her contract of employment. If the notice period would expire after additional paternity leave has ended, the Employer may require the employee to return to work for the remainder of the notice period.

(g) Rights on and after Return to Work

On resuming work after both ordinary and additional paternity leave (in the latter case where it was an isolated period of leave or taken with certain other types of statutory leave), the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

(h) Adoptions from Overseas

If an employee has adopted a child from overseas, he/she may still be entitled to additional adoption leave provided again that the primary adopter has returned to work before using his/her full entitlement to adoption leave. Special rules apply in these circumstances. For further information, please contact your conference/mission HR person.

F. PARENTAL LEAVE (revised Jun 2016)

This provision operates independently of the right to maternity leave and applies to mothers and fathers (natural or adoptive) or anyone who has acquired formal parental responsibility for a child under five years of age or 18 years if their child is entitled to disability living allowance (hereafter referred to as disabled). This entitlement to parental leave which can be used for any purpose connected with the care or arrangements for care of the child, applies to employees who have completed one year's service with their employer regardless of whether they live with the child and applies to children born or adopted on or after 15 December 1999. The key elements of parental leave are as follows:

1. An overall maximum of 13 weeks' unpaid parental leave may be taken in respect of each qualifying child by each parent. (Parents of disabled children can take 18 weeks up to the child's 18th birthday). However, no more than four weeks of parental leave may be taken in each qualifying year and in the case of employees who work part-time the amount of parental leave will be pro-rated.
2. Parental leave may be taken up until the child's fifth birthday or in the case of adoption, until five years have passed since the date of adoption or until the child's eighteenth birthday, whichever is sooner. Parents of disabled children can take parental leave up until the child's eighteenth birthday.
3. The employee will remain employed during the parental leave period. Certain contractual terms continue to apply. In particular, the employer's obligation of trust and confidence, terms concerning notice, redundancy compensation, disciplinary and grievance procedures, acceptance of gifts, employment with other employers and confidentiality.
4. During parental leave there is no right to be paid. BUC policy allows each qualifying employee to take two of the 13 weeks (or two of the 18 weeks for the parent of a disabled child) of parental leave with pay. As employees may not take parental leave in blocks of less than a week, unless the child is disabled in which case it may be taken as individual days, part of a week taken as parental leave will count as a one of the full weeks of entitlement with pay.
5. At the end of parental leave, an employee has the right to return to the same job on the same terms and conditions as before if the leave was for a period of four weeks or less. If the leave was for a longer period, or added to the end of additional maternity or additional adoption leave the employee has the right to return to the same job, or, if this is not reasonably practicable, a similar job which has the same or better status, terms and conditions as the old job. Employees on parental leave will benefit from any general improvement in the terms and conditions for their grade and will continue to accrue their annual leave entitlement.
6. If an employee moves to a new employer, he or she will once again need to accrue one year's qualifying service before taking parental leave.

Employees planning to take parental leave should provide 21 days notice, preferably in writing, of their intention to take parental leave and specify when the leave begins and ends. This notice period also applies if the employee is on maternity or adoptive leave. Those wishing to take parental leave after the placement of an adopted child or after childbirth should apply 21 days before the expected date of placement or childbirth. Provided the right notice is given the parental leave will begin on the date of birth, whether earlier or later than the given date, or in the case of adoption on the date of actual placement. consult with their employer who will provide them with more detail regarding the terms and conditions governing parental leave ie. the length of time that can be taken in any one year, the period of notice required etc. An application form for parental leave should be made on a form that can be supplied by the employer. The first application for parental leave for a child should be supported by a copy of the child's birth certificate or relevant adoption or placement papers or, in the case of a disabled child, a record of disability living allowance payments for the child.

If granting the request for parental leave will cause significant disruption to the employer, for example over a period of intense seasonal demand or at the same time as other employees have requested leave or if the employee's absence would unduly harm the employer then the employer may postpone the leave for up to six months. However, parental leave cannot be postponed so that it ends after the child's fifth birthday (or 18th birthday in the case of adopted or disabled child) or where the employee wants to take it immediately after their child is born or placed with them for adoption.

G. URGENT FAMILY LEAVE (TIME OFF FOR DEPENDANTS) (revised Jun 2016)

This provision gives employees the right to a reasonable amount of time off during working hours to take action which is necessary in the following circumstances:

- (a) to provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- (b) to make arrangements for the provision of care for a dependant who is ill or injured;
- (c) to attend or arrange a dependant's funeral;
- (d) due to unexpected disruption or termination of the arrangements for the care of a dependant;

- (e) to deal with an incident involving a child during the time when an educational establishment has the care of that child (this could involve dealing with unexpected incidents that occur during school hours or while the child is on a school trip).

1. WHO IS A DEPENDANT?

A dependant is a spouse, child or parent or a person who lives with the employee (but not a lodger). However, it could also be someone else who reasonably relies on the employee for care, eg. an elderly neighbour.

2. HOW MUCH TIME IS REASONABLE?

The right is to reasonable time off. This amount of time isn't fixed – it should simply allow the employee to deal with the immediate problem and put any other necessary care arrangements in place. For example, an employee would not normally be able to take two weeks off to care for a sick child but they could take one or two days to take the child to the doctor and arrange for someone else to look after him or her.

3. SALARY PAYMENT

The legislation does not provide for any right to be paid during this time off. BUC policy permits an employee up to a maximum of 5 days urgent family leave per year with pay. Urgent Family Leave/Time off for Dependants over and above this amount will be unpaid.

4. APPLICATION

The employee must inform the employer as soon as reasonably practicable of the reason for the absence and how long the employee expects to be absent. Usually this will be when the need arises however on occasion employees may know in advance that they will need to care for a dependant and should advise the employer at that time although it is accepted that there are some unusual circumstances in which the employee is unable to communicate with the employer on the morning of their return.

H. FLEXIBLE WORKING POLICY (revised Jun 2016)

Employees with 26 weeks' continuous service, a child under the age of 18 and parental responsibility for the child have the right to request a change to the number of hours that they work, the times that they work or their place of work. This right also extends to employees who have a minimum of 26 weeks' continuous service and who have caring responsibilities for an adult aged 18 or over who is their spouse; a relative; or someone who lives at the same address.

The employer will consider seriously requests from eligible employees to work flexibly and will determine each case individually depending upon the impact on the organisation.

1. ELIGIBILITY

To be eligible an individual must:

- Be an employee
- Have 26 weeks' continuous employment with their employer at the date of application
- Not be an agency worker
- Not have made a prior application in the past 12 months

AND HAVE EITHER

A child under 18, have parental responsibility for the upbringing of the child, be making the application in order to care for the child and make the application at least two weeks before the child's 17th birthday (18th birthday in the case of a disabled child).

OR

Caring responsibilities for an adult aged 18 or over who is the employee's spouse, a relative, or someone living at the same address as the employee.

2. APPLICATION PROCESS

Such rights are initiated by the employee who submits a written application to the employer detailing the new working pattern he/she would like to adopt.

The employee must specify in writing that:

They have or expect to have responsibility for the upbringing of the child and is either the mother, father, adopter, guardian, special guardian or foster parent; or married to the child's mother, father, adopter, guardian, special guardian or foster parent.

OR

- They have or expect to have responsibility for caring for an adult and is the spouse, or relative of that adult or that although none of the former they live at the same address as the adult they are seeking to care for.
- That the application is made under the statutory right to request flexible working.
- If and when any previous application was made.
- The date when they propose any change should become effective.
- The effect, if any, the employee thinks the change would have on the employer.
- How, in their opinion, any such effect might be dealt with.
- The age of the child, if the application is to facilitate a child's care or if for the care of an adult they should state their relationship to that adult.
- The application should be dated.

An accepted application will mean a permanent change to the employee's own terms and conditions of employment. It is important therefore that before making an application the employee gives the matter careful consideration.

The employer must arrange to meet with the employee within 28 days of the receipt of the application to discuss the request at a time and place convenient to both. The meeting provides both parties with the opportunity to explore the desired work pattern in depth and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the employee's application. The employee has the right to be accompanied by a work colleague and if the companion cannot attend then the employer must defer the meeting to another time within seven days of the original date.

The employer must confirm its written and dated decision within 14 days of the meeting. This will either:

- Accept the request and establish a start date.
- Confirm any compromise arrangement agreed at the meeting.
- Reject the application and explain which ground(s) for rejection apply and the reasons why the ground(s) applies in the circumstances. Where an application is rejected or compromised the appeal procedure should also be explained to the employee.

If the application is rejected, then this must be for a permitted reason with an explanation as to why the reason applies. Permitted reasons are as follows:

- Burden of additional costs;
- Detrimental effect on the ability to meet customer demands;
- Inability to re-organise work among existing staff or recruit additional staff;
- Detrimental impact on quality or performance;
- Insufficiency of work during the periods the employee proposes to work;
- Planned structural changes.

The employee has a right to appeal within 14 days of the date of the rejection of his/her application. The appeal must be in writing and dated and must set out the grounds for the appeal.

The employer must hold a further mutually convenient meeting within 14 days of the receipt of the appeal request. The employee may be accompanied by a work colleague.

A written dated notification of the outcome of the appeal should be sent to the employee within 14 days of the second meeting. If the appeal was rejected the employer should provide an explanation of the grounds for the rejection and why those grounds apply.

I. SABBATICAL LEAVE (revised Jun 2016)

1. PREAMBLE

The Seventh-day Adventist church recognises the contribution made by ministerial employees, bible workers and administrative officers. It also recognises the benefit to such employees of a substantial break in the work pattern which gives him/her time to reflect on and evaluate the course and content of his/her ministry; and an opportunity to pursue some form of self development that will benefit his/her future ministry.

2. PURPOSE

Sabbatical leave is designed to provide qualifying employees with a period away from the routine of pastoral ministry and administration for reflection and study. It is intended that this time should be used in such ways as will provide for the personal and professional development of the employee for future service

3. GUIDELINES

Ministerial employees, bible workers and administrators who have completed seven years of continuous ministry within the territory of the British Union Conference, excluding periods of study leave, shall be eligible to be considered for sabbatical leave subject to the following conditions:

- (a) Requests for sabbatical leave are subject to the approval of the employing body's executive committee and are not an automatic right.
- (b) As the purpose of sabbatical leave is to provide opportunity for individual development that will also benefit the church, employees should ordinarily be expected to be able to continue in employment within the territory of the British Union Conference for three years following completion of a period of sabbatical leave.
- (c) The employee will have demonstrated an active programme of pastoral/evangelistic or administrative leadership.
- (d) Adequate arrangements can be made for the continuation of preaching ministry, visitation and pastoral care, and/or administration during the leave period.
- (e) The sabbatical period must be at least one month and should not be more than three months. This is to ensure that the benefits of a significant break from regular duties can be experienced.
- (f) The employee will agree to forgo one week of annual holiday entitlement for each month of sabbatical leave, pro-rated for periods extending beyond a month. Any remaining holiday entitlement will be taken separately and not concurrently with the sabbatical leave.
- (g) Employees who have been granted a period of sabbatical leave will need to complete seven further years of continuous service within the territory of the British Union Conference, excluding periods of study leave, before they can make a further application to benefit under this policy.

4. PROCEDURE

- (a) Employees will seek, in writing, an informal meeting with their administrative officers to discuss their desire to benefit from the provisions of sabbatical leave. Alternatively, employees may be recommended for sabbatical by their employer in which case this informal meeting will be initiated by the administrative officers.

- (b) On receipt of provisional approval from their administrative officers, a formal application for consideration will be submitted to the employing body's executive committee/board nine months prior to any proposed commencement date. This application will include a draft plan indicating the employees' reasons for wanting the leave, the objectives he or she hopes to achieve, how this will be done and the perceived benefits for both the employee and the employer.
- (c) Following committee approval the employees shall submit, in counsel with their administrative officers, a detailed application, including a financial plan. This submission should be made six months in advance of the start of the sabbatical leave and should be approved by the executive committee of the employing organisation prior to the commencement of such leave. The Ministerial Association secretary will be willing to assist employees in giving advice on subjects, courses and venues amongst other matters relating to the drafting of the sabbatical programme.
- (d) Employees absent on sabbatical leave are required to keep in contact with their personnel department on a monthly basis and must not do any paid work without the prior approval of their administrative officers.
- (e) Employees are expected to complete a written report on their sabbatical of 1,500 words minimum. This process ensures maximum benefit by helping the individual to draw together and to reflect on the various strands of study, reading, research, or practical experience undertaken. This report must be submitted to the Ministerial Association Secretary no later than two months after the end of the sabbatical. Normally the last week of the sabbatical should be devoted to writing the report.

5. PROVISIONS

- (a) While on sabbatical leave employees will continue to receive their regular monthly salary, but excluding travel budget reimbursement, except as the latter forms part of their approved financial plan for the leave period.
- (b) Employees away on sabbatical leave will remain under contract during their absence and all contractual benefits will continue to accrue and apply during sabbatical leave.
- (c) The costs of the short-term sabbatical programme will be met by the employing organization up to a maximum figure of 50% of the prevailing monthly package salary factor.

6. IMPLEMENTATION

Each administrative unit within the BUC, through its executive committee or board, will be responsible for implementation.

J. DEATH IN SERVICE (revised Jun 2016)

In the event of an employee dying whilst in service of the employing organization before his/her 70th birthday a lump sum may be payable to the deceased employee's nominee(s) through a Group Life Assurance Policy issued to the British Union Conference of Seventh-day Adventists.

1. All permanent employees between 16 and 70 years of age with at least two years' continuous service at the date of death are eligible.
2. The Life Assurance Benefit shall be an amount equal to four times (4x) the employee's annual pensionable package salary at the start of the year in which the employee's death takes place (this excludes London and other regional weighting, all allowances, travel expenses, etc.). If necessary, this benefit may be restricted to ensure that Inland Revenue limits are not exceeded.
3. The benefit is normally paid in accordance with an 'Expression of Wish' made in writing by the employee and filed with the trustees of the British Union Conference of Seventh-day Adventists Group Life Assurance Scheme. The final decision is determined by the trustees of the Seventh-day Adventist Group Life Assurance Scheme.
4. Payment in this manner will in most circumstances be free from Inheritance Tax.

5. When an employee continues in employment while commencing to draw their pension from the Seventh-day Adventist Retirement Plan and their estate receives a pension lump sum death payment from the Plan equivalent to the total instalments of pension remaining unpaid that would have been paid to them had they survived until the end of the five year period in accordance with the Rule 20.5 in the Trust Deed and Rules of the Plan, the Life Assurance Benefit will be reduced by the amount of the pension lump sum death payment.

Illustration:

Life Assurance Benefit (4x employee's annual pensionable package salary)	£119,000
Pension Lump Sum Death Payment (20 months x £350 pm)	£7,000
Reduced Life Assurance Benefit (21,000-7,000)	£112,000
Life Assurance Benefit (4x employee's annual pensionable package salary)	£119,000
Pension Lump Sum Death Payment (50 months x £500 pm)	£25,000
Reduced Life Assurance Benefit (21,000-25,000)	£94,000

6. If the employee is temporarily absent from work normal premiums will be continued by the employer so that the Life Assurance cover remains in force. The maximum period during which cover may remain in force is twelve consecutive months, unless absence is due to illness or injury. In the latter case premiums will be paid for as long as the employee continues to receive remuneration from the employer.
7. Entitlement to benefit will cease immediately upon termination of employment.
8. The employer reserves the right to amend or discontinue the Scheme at any time should circumstances make it necessary.

K. FUNERAL ALLOWANCE

The British Union Conference will pay an allowance, equal to two times (2x) the monthly pension benefit up to 50% of the prevailing monthly pensionable package salary factor, towards the funeral expenses of a recipient of pension benefit from the Seventh-day Adventist Retirement Plan. The same allowance may be granted by the British Union Conference towards the funeral expenses of such a recipient's spouse. Where both partners are recipients of pension benefits from the Seventh-day Adventist Retirement Plan, the allowance payable will be equal to the less of two times (2x) their joint monthly pension benefits or 50% of the prevailing monthly pensionable package salary factor.

L. PENSION (Revised Mar 2018)

1. SEVENTH-DAY ADVENTIST RETIREMENT PLAN

From 1998 the British Union Conference of Seventh-day Adventists (the Main Employer) operated a non-contributory, Inland Revenue Exempt Approved Retirement Plan for the benefit of Plan Members in its employment, or in the employment of other Participating Employers. This plan is known as the "Seventh-day Adventist Retirement Plan" (SDARP). The SDARP closed, to new members and continuing accrual for existing members, on 31 December 2013. Plan members with accrued benefit on 31 December 2013 are entitled to draw their preserved benefits in harmony with the Plan's Trust Deed and Rules. An Explanatory Booklet is available from the BUC Pension Plan Coordinator.

The default age for drawing benefit from the SDARP is 65. Employees who are Plan Members and who are terminating their employment with a view to retirement must submit their application to commence Plan pensions six months prior to the retirement date.

Employees who qualify for benefit under the SDARP and opt to continue working beyond their 65th birthday may choose to defer commencing benefit until retirement OR chose to commence receipt of benefit at, or any point after, their 65th birthday. Such employees must make their decision known to their employing body a minimum of six months before their 65th birthday.

Applications are first approved by the employee's executive committee and then forwarded to the BUC Pension Plan Co-ordinator for ratification by the BUC executive committee.

It is the responsibility of former employees with deferred benefit in the SDARP to provide the British Union Conference with up-to-date details regarding any changes to their name and address. They are also responsible for initiating an application to start receiving their pension benefit. Application should be made directly to the BUC Pension Plan Co-ordinator, British Union Conference, Stanborough Park, Watford, Herts WD25 9JZ, who will process the retirement application through the BUC executive committee.

2. RETIREMENT TRANSITIONAL ASSISTANCE

Employees who qualify for pension benefit under the SDARP, and retire from active service, will receive a lump sum "retirement transitional assistance" from their final employer calculated as follows:

- (a) Employees whose employing organisation **HAS** adopted the new package salary structure and who have individually accepted their revised package salary structure:
 - (i) Two months' pensionable package salary factor, plus
 - (ii) 5% of the monthly pensionable package salary factor for each year of pensionable service with the Seventh-day Adventist Retirement Plan.
- (b) Employees whose employing organisation has **NOT** adopted the new package salary structure or individual employees who have not accepted their revised package salary structure:
 - (i) Two months basic salary and housing allowance (where the latter is received) plus
 - (ii) 5% of the monthly basic salary plus housing allowance (where the latter is received) for each year of pensionable service with the Seventh-day Adventist Retirement Plan.

Employees who continue to work beyond their default age will qualify for the "retirement transitional assistance" at the time of actual retirement from active employment.

3. SEVENTH-DAY ADVENTIST GROUP PERSONAL PENSION SCHEME

From 1 January 2014 the BUC, and participating employers, set up a group personal pension scheme with Legal & General. This plan is known as the "Seventh-day Adventist Group Personal Pension Scheme" (SDAGPP). All employees in continuing employment on 1 January 2014 were automatically enrolled in the SDAGPP. Employees who commenced employment on, or after, 1 January 2014 and complete three (3) months employment will be enrolled in the SDAGPP providing their earnings meet the UK Government auto enrolment criteria of an eligible jobholder. If earnings are below those of an eligible jobholder the employee is still entitled to opt-in to the SDAGPP and should discuss this with their employer.

Where applicable, the employer will make contributions into the SDAGPP based on the percentage of the employee's pensionable package salary that has been voted by the BUC Executive Committee. Every employee can opt to make personal contributions into the SDAGPP and if interested should discuss this with their employer's finance dept. The BUC reserve the right to alter the level of employer contributions but will always remain within the employer contributions level required by the UK Government.

4. BUC INSTITUTIONS NOT PARTICIPATING IN THE SDAGPP

Other employers who are not members of the Seventh-day Adventist Group Personal Pension Scheme (SDAGPP) are expected to follow the lead of the BUC Executive Committee and make equitable payments into their employees' pension schemes.

5. RETIREMENT PLAN IN THE REPUBLIC OF IRELAND

Employees in the Republic of Ireland who are Irish Nationals, or who have never worked in the UK, will be enrolled in a group personal pension scheme that has been set up with New Ireland Assurance Co. plc. This plan is known as the "Irish Mission of the Seventh-day Adventist Church Group Retirement Plan" (IMSDAGRP). Contributions on behalf of employees are made into this plan on the same basis as for those enrolled in the SDAGPP. Employees can obtain more information about this plan direct from New Ireland Assurance, for details contact the BUC Pension Plan coordinator.

M. RETIREMENT (revised Jun 2016)

For all pension plans the employee's default age to commence retirement benefits is 65. The default age does not affect the employee's statutory right to consider when and how they draw their benefits and does not have to coincide with actual retirement from employment.

Between one year and no less than six months before the employee's default age, the employer will meet with the employee to discuss the employee's options and plans regarding pension and retirement.