



## **Family Friendly Policy**

# Contents

Document Information.....	11
Amendment History .....	11

## Introduction

Fair Deal is committed to helping its employees balance work and family life. Fair Deal offers job share (see separate policy), part time working, paid maternity, adoption and paternity leave, parental leave and time off for dependents. All staff also have the right to apply to work flexibly.

## Maternity Leave and Maternity Pay

### Eligibility For Maternity Leave

A pregnant employee will be entitled to 52 weeks **maternity leave (26 weeks ordinary leave and 26 weeks additional leave)** regardless of how long she has worked for Fair Deal.

### Time Off for Antenatal Care

Once an employee has advised her manager 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.

To be entitled to take time off for antenatal care, the employee may be 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.

## Health and Safety

Fair Deal has a duty to take care of the health and safety of all employees. We 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 breastfeeding. The manager 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 Fair Deal 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 Fair Deal 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 or 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 it does 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.

## Notification

Notification of expected confinement should be made by the employee to her line manager as soon as possible and, in any event, not less than the 15th week before her EWC (Expected Week of Childbirth), unless this is not reasonably practicable. She will need to write to her line manager stating:

- That she is pregnant
- The week the baby is expected to be born
- When she wants her maternity leave to start

Fair Deal must respond to the employee's notification of her leave plans within 28 days. Fair Deal will write to the employee setting the start date of maternity leave and the date on which she is expected to return to work. After such notice, the employee may be absent herself from duty anytime between the 11th week before the EWC and the actual EWC and may remain absent for a period of 26 weeks ordinary leave and 26 weeks additional leave. If the child is stillborn after 24 weeks gestation the woman will be entitled to the full maternity leave.

An employee's maternity leave will start automatically if she is absent from work for a 1] pregnancy related illness during the 4 weeks before the start of her EWC, regardless of when she has said she wants her maternity leave to start.

## The Contract During Maternity Leave

During the period of ordinary and additional maternity leave, the employee's contract of employment continues in force, and she is entitled to receive all her contractual benefits, except for salary will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made provided that the employee is receiving statutory maternity pay (SMP). Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had she not gone on maternity leave.

## Annual Leave

Employees on maternity leave are entitled to their annual leave for the year, if they are unable to take this within the leave year due to their maternity then this should be carried forward.

## Maternity Pay

Statutory Maternity Pay [SMP] is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:

- she has been continuously employed by Fair Deal 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 still 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 her pregnancy in accordance with the rules set out above

If an employee is not entitled to SMP (due to low earnings or length of service), she may still be entitled to Maternity Allowance. Details will be available from Jobcentre Plus. Subject to

conditions set out below, Fair Deal will supplement SMP with company maternity pay, as follows:

- First four weeks of absence: Full pay inclusive of Statutory Maternity Pay (SMP)
- For the next two weeks: 90% of full pay inclusive of SMP
- For the next 12 weeks of absence: Half pay inclusive of SMP except to the extent to which the combined pay and allowances may exceed full pay
- For the next 21 weeks of absence: SMP only
- For the following 13 weeks additional maternity leave: Unpaid

Payments by Fair Deal during the period of Maternity Leave are made on the understanding that the employee will return to duty for a period of at least three months. In the event of her not doing so, she shall refund the monies so paid (other than her entitlement to SMP) or such part thereof, as Fair Deal may decide at its discretion. The requirements relating to a return to duty for at least three months may be varied, at the discretion of Fair Deal, on good cause being shown.

## **Sick Leave**

Maternity Leave will not be treated as sick leave and will not be taken into account for the calculation of the period of sick leave entitlement, absence on account of illness, due or attributable to the pregnancy, which occurs outside the period of Maternity Leave will be treated as absence on sick leave, provided it is covered by a medical certificate. Absence not covered by a medical certificate will be treated as leave without pay.

## **Keeping in Touch Days**

Except during the first two weeks after childbirth an employee can agree to work for Fair Deal (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.

The employer has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the employee and Fair Deal.

## **Returning to Work**

Date of return: The employee will have been formally advised in writing by Fair Deal 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 manager otherwise. If she is unable to attend work at the end of her maternity leave due to sickness or injury, Fair Deal'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 will assist the manager 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 Fair Deal at least eight weeks' notice of her date of early return, preferably in writing. If she fails to do so, Fair Deal may postpone her return to such a date as will give Fair Deal eight weeks' notice, provided that this is not later than the expected return date.

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, Fair Deal may require the employee to return to work for the remainder of the notice period.

## **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 as 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 Fair Deal to allow the employee to return to the same job, Fair Deal 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 worked full-time prior 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 Fair Deal. 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. The procedure for dealing with such requests is set out in this policy under Flexible Working.

## **Paternity Leave**

Fair Deal grants paternity leave of 2 consecutive weeks on full pay inclusive of Statutory Paternity Pay (SPP) to employees whose partner is expecting to give birth. In the case of support staff this means 10 scheduled working days or shifts (pro rata to a 39-hour post). Alternatively, Paternity Leave of one single week may be requested and granted, but no additional week may then be taken thereafter.

- a) The granting of paid paternity leave will be subject to the following conditions. The employee must:
  - have worked continuously for Fair Deal for 26 weeks leading into the 15<sup>th</sup> week before the baby is due
  - have or expect to have responsibility for the child's upbringing and be the biological father of the child or the mother's husband or partner
- b) The employee can choose to start their leave:
  - from the date of the child's birth, or
  - from a chosen number of days or weeks after the child's birth, or
  - from a chosen date

Whichever date is chosen, the leave must be completed within 8 weeks 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 8 weeks after the EWC.

- c) The employee must inform their line manager of their intention to take paternity leave by the 15<sup>th</sup> week before the baby is expected unless this is not reasonably practicable. The employee must tell their line manager:
  - the week the baby is due (EWC)
  - whether they wish to take one or two weeks leave
  - when they want their leave to start

If the employee changes their mind about the date on which they want their leave to start, they must tell their line manager at least 28 days in advance.

- d) If requested to do so by the Board of Directors, or supervisor, the employee must produce a certificate from a registered midwife giving the EWC
- e) Employees must complete a self-certificate (available from Benefit Agencies and GP Surgeries) as evidence of their entitlement to Statutory Paternity Pay.

## **Parental Leave**

### **Eligibility And Duration**

Any parent of a child under 17 (or 18 if disabled) with one years' continuous service has a right to request 18 weeks of parental leave per child, with up to 4 weeks in each year. The leave can only be taken as a whole week (except for parents of disabled children who can take odd days off) the leave is unpaid.

### **Notice**

The employee must give their manager notice of at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end. Fair Deal may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where it considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, Fair Deal will allow the employee to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. Fair Deal will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to the manager.

The contract during parental leave entitlement will, however, remain in place.

### **Return From Leave**

At the end of parental leave, the employee will be entitled to return to the same job provided that the leave was for a period of four weeks or less (and did not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then the employee will be entitled to return to the same job or, if that is not practicable, to a similar job that has the same or better status, terms, and conditions as the previous job.

## **Adoption Leave**

### **Eligibility**

Adoption leave is available to employees where an approved adoption agency notifies the adopter of a match with a child on or after April 2007. Adoption leave is available either to individuals who adopt or to one member of a couple where the couple adopt jointly (the couple may choose which partner takes adoption leave)

To qualify for adoption leave, the employee must:

- be newly matched with a child for adoption by an approved adoption agency
- have completed 26 weeks continuous service leading into the week in which they are notified of being matched with a child. Employees meeting the qualifying criteria will be eligible to 52 weeks adoption leave, regardless of the age of the child (26 weeks' ordinary adoption leave followed immediately by 26 weeks' additional adoption leave)

- give the employer written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency.

## Adoption Pay

Employees who qualify for adoption leave will also qualify for statutory adoption pay provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption pay (SAP) is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

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

Subject to conditions set out below, Fair Deal will supplement SAP with company adoption pay, as follows:

- First four weeks of absence: Full pay inclusive of Statutory Adoption Pay (SAP)
- For the next two weeks: 90% of full pay inclusive of SAP
- For the next 12 weeks of absence: Half pay inclusive of SAP except to the extent to which the combined pay and allowances may exceed full pay
- For the next 21 weeks of absence: SAP only
- For the following 13 weeks absence: Unpaid

The employee can choose to start their leave:

- from the date of the child's placement (whether this is earlier or later than expected), or
- from a fixed date which can be up to 14 days before the expected date of placement

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 employee will be able to continue adoption leave for up to 8 weeks after the end of the placement.

The employee must inform their line manager in writing at least 28 days before they wish adoption leave to commence. They must tell their line manager:

- when the child is expected to be placed with them and
- when they want their adoption leave to start
- how long they wish their leave to last

If the employee changes their mind about the date on which they want their leave to start, they must tell their line manager at least 28 days in advance.

Fair Deal will then respond in writing to the employee's notification of leave plans within 28 days setting out the date that adoption leave will begin and the date that the employee is expected to return to work if the full entitlement to adoption leave is taken.

The employee must produce a 'matching certificate' from their adoption agency as evidence of their entitlement to adoption leave and SAP.

## Keeping in Touch Days

Employees can agree to work for Fair Deal (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. 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 employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the employee and Fair Deal.

## **Returning to Work after Adoption Leave**

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, if he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to their manager of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to Fair Deal as soon as possible and in accordance with the terms of his/her contract of employment.

## **Paternity Leave (Adoption)**

Fair Deal grants paternity leave of one period of 1 week or 2 consecutive weeks on full pay inclusive of Statutory Paternity Pay (SPP) to employees who are jointly adopting a child or whose partner is adopting a child. In the case of support staff 2 weeks means 10 scheduled working days or shifts (pro rata to a 39-hour post).

- a) The granting of paid paternity leave (adoption) will be subject to the following conditions. The employee must:
  - have worked continuously for Fair Deal for 26 weeks leading into the week in which the adopter is notified of being matched with a child, and
  - have or expect to have responsibility for the child's upbringing, and
  - be the adopter's spouse or partner
- b) The employee can choose to start their leave
  - from the date of the child's placement, or
  - from a chosen number of days or weeks after the child's birth, or
  - from a chosen date

Whichever date is chosen, the leave must be completed within 56 days of the actual date of the child's placement. Only one period of leave is available irrespective of whether more than one child is placed.

- c) The employee must inform their line manager of their intention to take paternity leave within 28 days of the adopter being notified by their adoption agency that they have been matched with a child unless this is not reasonably practicable. The employee must tell their line manager:
  - when the child is expected to be placed
  - whether they wish to take one or two weeks leave
  - when they want their leave to start
- d) If the employee changes their mind about the date on which they want their leave to start, they must tell their line manager at least 28 days in advance

- e) The employee must complete a self-certificate (available Benefit Agencies & GP Surgeries) as evidence of their entitlement to Statutory Paternity Pay

## Right to Apply to Work Flexibly

All employees are entitled to request to make a change to their working hours, pattern or location. Fair Deal will consider all such requests seriously. To apply to work flexibly you must:

- Have worked for Fair Deal for a continuous period of 26 weeks from the date of application
- Not have made another application to work flexibly under the right during the past 12 months

## The Application

An application for flexible working must be made in writing and must:

- state that it is an application for a change to the employee's terms and conditions of employment
- specify the change applied for and the date on which it is proposed the change will become effective
- explain what effect (if any) the employee thinks making the change applied for would have on his or her employer and how, in the employee's opinion, any such effect might be dealt with
- state whether a previous application for flexible working has been made by the employee to the employer and, if so, when; and be dated

The employee can request:

- a change in the hours they work
- a change in the times when they are required to work
- to work from home

Within 28 days of receiving the request, Fair Deal will arrange to meet with the employee. The purpose of this meeting is to give Fair Deal and the employee the opportunity to explore the proposed work pattern in depth, and to discuss how best it might be accommodated. It also provides the opportunity to consider other alternative work patterns should there be problems in accommodating the work pattern outlined in the employee's request. The employee can bring another Fair Deal employee to this meeting as a companion.

Within 14 days of the meeting, Fair Deal will write to the employee to either agree to a new work pattern and a start date; or to provide clear service grounds as to why the request cannot be accepted and the reasons why the grounds apply in the circumstances. If the employee's request is being refused, the letter will also set out the appeal procedure.

The employee has the right to appeal in writing to Fair Deal against the decision within 14 days. An appeal hearing will be convened within 28 days of receipt of the written appeal.

The appeal panel will not include members who considered the original request.

Within 14 days of the meeting, Fair Deal will write to the employee to either allow the appeal and agree to a new work pattern and a start date; or to provide clear service grounds as to why the appeal cannot be accepted and the reasons why the grounds apply in the circumstances.

## End of Policy

## Document Information

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## Amendment History

<b>Date</b>	<b>Version</b>	<b>Created By</b>	<b>Description of Change</b>
14/05/2019	2	Elaine Davidson	Added Front Cover and Amended Footer details
30/08/2023	3	Liz Connor	Checked against current legislation. Footer amended. Formatted.