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# UPS

# EMPLOYEE HANDBOOK

This handbook contains Company non-contractual policies and procedures which may be amended or substituted from time to time. Where an asterisk marks a word or piece of text, please refer to the end of the relevant policy for explanation.

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**This Employee Handbook is available for reference at**  
**[www.upsers.com](http://www.upsers.com)**

## **EMPLOYEE HANDBOOK**

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## **COMPANY RULES POLICY (2/2018)**

This policy sets out rules that apply in relation to your employment with the Company. It is important to understand that failure to comply with these rules will render you liable to disciplinary action which might, in serious cases or where there is no improvement after warnings, lead to dismissal.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

### **1 HOURS OF WORK**

The normal working hours are those notified to staff at the time of their engagement. Any subsequent changes will be advised by management.

Employees shall conform to such arrangements for time recording and payment of wages as may be in force. Employees must record their own time and are forbidden to do so for any other person.

No employee may leave work without permission before completing the period of duty you are scheduled to work for the day.

### **2 SICKNESS AND INDUSTRIAL INJURY BENEFIT SCHEME**

The conditions of the Company's Sickness and Industrial Injury Benefit Scheme are set out in a separate policy document.

### **3 HEALTH**

In the interest of general and individual health, employees may be required, at any time, to submit to medical assessment by a medical practitioner nominated by the Company.

### **4 INFECTIOUS DISEASES**

If you have been in contact with a notifiable infectious disease, unless otherwise instructed by your medical adviser, you should report for work and inform your manager. Certain cases of infectious diseases are automatically notified to the local Medical Officer of Health by the family doctor in attendance. If the Medical Officer of Health certifies that it is necessary for you to stay away from work owing to the risk of infection, this must be done, but you must inform your manager and forward a doctor's statement supporting the absence.

### **5 SMOKING**

Smoking (including the use of electronic cigarettes) is forbidden on Company premises including Company vehicles for safety, hygienic and legislative reasons. Smoking is only allowed in areas specifically set aside for that purpose.

### **6 ALCOHOL AND ILLICIT DRUGS/SUBSTANCES**

Consumption of alcohol within the Company premises and during the working day is forbidden. It is a condition of employment that employees undertake not to consume illicit drugs/substances at any time. Being in possession of or consuming or being under the influence of alcohol or illicit drugs/substances on Company premises or in Company vehicles is strictly forbidden.

### **7 MEALS**

No employee shall have meals in any part of the Company premises except in a part provided for such purpose.

### **8 GAMBLING, TRADING, ETC.**

Gambling, betting, touting and the sale of goods on Company premises or during working hours is prohibited; games of chance, the taking of collections and the sale of raffle tickets are not permitted unless the consent of the Company has been obtained. Employees are not permitted to trade, in any way, in any product which is carried by the Company. The sale of pallets (which are the property of the Company or its customers) is strictly forbidden and will be regarded as theft.

9      **RIGHT TO SEARCH**

The Company may require employees and/or their property within the Company premises to be searched and may take other such precautionary measures against pilfering, theft or other criminal activity as considered necessary. Employees may be accompanied by a work colleague during such searches. If such searches are required by the Company, they may not be delayed or postponed for any reason.

10     **PERFORMANCE OF DUTIES, APPEARANCE, ETC**

All employees must be diligent in their performance of their duties and are required to be neat, clean and tidy in appearance. Employees should wear a combination of clothes which are deemed appropriate, smart and formal. Protective clothing and uniforms provided by the Company (and remaining its property) must be worn whilst on duty.

11     **ACCIDENTS AND FIRST AID**

The Company provides first aid facilities, for the treatment of minor accidents. Any injury, however trivial, must be reported to management and an occupational injury report form must be completed. In addition, near miss accidents must be reported to management and logged.

12     **PERSONAL PROPERTY**

The Company accepts no responsibility for the safety of an individual's personal effects whilst at work, but small articles of value may be handed to management for custody in a Company safe. Cars, motorbikes, bicycles, etc., are parked within Company premises entirely at the owner's risk.

13     **USE OF EQUIPMENT**

Unauthorised use of, tampering or interfering with Company property or unauthorised operation of mechanical equipment is forbidden. All equipment utilised in the course of duty must be returned to its appointed place after use. Employees authorised to operate the Company's equipment must comply with the standing instructions about its use, especially with regard to safety. No items of Company equipment can be used for personal use without prior authorisation in writing.

14     **UNAUTHORISED PERSONS**

No unauthorised persons are allowed on Company premises or vehicles.

15     **DRIVING DUTIES**

Employees, when engaged on driving duties for the Company, accept that they will not engage in driving employment for anyone else without the written permission of their manager. Drivers are not permitted to go 'off route' without prior permission of management. The conducting of daily vehicle checks and immediate reporting of defects is an absolute requirement of driving staff.

16     **DRIVING LICENCE (INCLUDING DIGITAL TACHOGRAPH CARD, DRIVER CPC CARD),  
DISQUALIFICATION AND ENDORSABLE OFFENCES**

All Company vehicle drivers including frequent or occasional users of Company and leased/hired vehicles and those utilising their own vehicles for work purposes, must notify management immediately of disqualification and any endorsable offence or loss of driving licence (including digital tachograph card, driver CPC card); and must provide the original documents for inspection by management when requested. All Company vehicle drivers must ensure that licences are surrendered for endorsement to the appropriate authority within the required timeframe as failure to do so may result in licences being revoked. This could place ongoing employment at risk where it is a condition of employment to possess a current driving licence.

17     **CRIMINAL CONVICTIONS/PROCEEDINGS**

If, during the course of employment, an employee becomes subject to criminal proceedings/convictions, this must be brought to the attention of the Company without delay.

18 **TRAFFIC ACCIDENTS**

All Company vehicle drivers are under obligation to report to management all accidents or damage to vehicles ideally within one hour of occurrence or as soon as reasonably practicable and complete accident reports as required. Notices received relating to breaches of traffic law must also be reported to management.

19 **FIRE AND SAFETY PRECAUTIONS**

Notices giving details of the action to be taken in case of fire are displayed at your place of work. You must read these so that you are able to take the right action should you discover a fire. Employees must comply with measures the Company takes in the interests of safety and orderly working conditions including procedures to conduct roll calls to account for the location of employees in case of fire.

20 **COMMUNICATIONS EQUIPMENT**

You may not use Company telephones or other communications equipment for private use unless permission has been granted by management.

21 **INTERNET AND EMAIL**

You may not use work computers for personal use of email or the internet unless permission has been granted by management.

22 **SOCIAL NETWORKING WEBSITES, PERSONAL WEBSITES AND BLOGS - PERSONAL USE OF THE INTERNET**

The Company does not allow access to social networking websites from work computers at any time. However, the Company recognises that many employees use the internet for personal purposes and participate in social networking on websites outside of work.

The Company respects employees' right to a private life. However, the Company must also ensure that confidentiality and its reputation are protected and that other employees and those with whom you and/or the Company have interactions on a professional basis are not subjected to discriminatory or inappropriate language or treatment. Therefore, in relation to any personal use of the internet outside of work you should:

- Ensure that you do not conduct yourself in a way this is detrimental to the Company or any of its clients, customers, suppliers, employees, directors, consultants or other staff;
- Not make any statements or cause any statements to be made or otherwise do anything which damage the reputation of the Company or any of its clients, customers, suppliers, employees, directors, consultants or other staff;
- Take care not to damage working relationships between our internal members of staff and/or clients (including but not limited to making any statement, or conducting yourself in a manner, that could constitute bullying or harassment);
- Ensure that no information is made available that could provide a person with unauthorised access to the Company and/or any confidential information;
- Not directly or indirectly disclose, record or post any proprietary information or confidential information of the Company or any confidential information of any third party which that third party has disclosed to the Company;
- Not do anything which breaches copyright or defames (libels) anyone;
- Not use any links to any website of the Company without the express written consent of the Company;
- Not refer to any personal data (as defined by applicable data protection law) obtained in the course of your employment with the Company without the express consent of the individual in question;
- Not use language or material which could amount to unlawful discrimination or harassment.
- For further information, please refer to the Social Media Guidelines in this Handbook.

23 **PERSONAL RECORDS**

Employees must keep the Company informed of any changes affecting personal records such as permanent address, telephone number, email address, marital status, bank account, emergency contact details etc.

24     **PAYROLL**

Where it is determined by the Company that the Company or any associated company owes an employee a sum of money, the Company will ordinarily make such payment on the next available scheduled payroll date although earlier payment may be affected via a BACs transfer (payment normally within 3 working days) in certain individual circumstances as appropriate. In exceptional circumstances, alternative payment methods can be explored.

25     **RECORDINGS OF CONVERSATIONS BETWEEN EMPLOYEES**

Employees are prohibited from making audio and/or video recordings of conversations or other exchanges that they have with their colleagues, managers or others in a work context either where those conversations/exchanges are face to face or by telephone, unless they have the express consent of the other party to the conversation, or the Company. Any such covert recordings without the consent of the Company could lead to disciplinary action. This also applies to any hearings or investigatory meetings held under the Company disciplinary, competency and grievance procedures. This does not affect any rights to take written notes.

26     **DISCIPLINARY ACTION**

The Company may invoke disciplinary action for a variety of offences which contravene the Company Rules or the generally accepted code of business conduct. The action can vary in degree according to the nature of the offence (examples of disciplinary action for a variety of offences are to be found in the Company Counselling, Disciplinary and Competency Procedure).

## **POLICY AND PROCEDURE ON SICKNESS (7/2018)**

### **SICKNESS AND INDUSTRIAL INJURY BENEFIT SCHEME (the “Scheme”)**

*All clauses are applicable unless specified otherwise.*

Company sick pay (“CSP”) is paid at the discretion of the Company and in accordance with the Absence Management and Return to Work Guidelines, which are available for reference from management or Human Resources. The Scheme does not form part of any employee’s contract of employment and the Company may amend or withdraw it at any time at its absolute discretion.

#### **1 APPLICATION AND ELIGIBILITY**

- 1.1 Eligibility for CSP is at the discretion of the Company, but in any event the Company would generally only consider employees who have completed their probationary period. However, the Company may extend CSP to cover employees on probation, subject to the general conditions of the Scheme, in cases of absence caused by industrial injury.
- 1.2 UPS Limited (Small Package) employees hired with effect from 15 November 2013 and whose terms are subject to a collective agreement (i.e. Package Car Drivers, Package Car Drivers/Sorter-Loaders, Feeder Drivers, Driver Helpers, Driver Helpers/Sorter-Loaders, Sorter/Loaders, Screeners etc.) will require 12 months’ continuous service to be considered eligible for CSP. The Company may extend CSP to cover employees with less than 12 months’ continuous service, subject to the general conditions of the Scheme, in cases of absence caused by industrial injury.
- 1.3 Notwithstanding 1.1 and 1.2 above, eligibility for CSP benefit is dependent on compliance with the procedure set out below.

#### **2 COMPANY SICK PAY BENEFIT**

- 2.1 CSP is normally inclusive of Statutory Sick Pay (“SSP”) entitlements or any other State Benefit. When employees are not eligible for SSP, the full amount of sick pay may be met by the Company.
- 2.2 In the event that the Company exercises its discretion to pay CSP, such amounts are as set out in the employment contract or pay schedule, as applicable.
- 2.3 In the event that the Company exercises its discretion to pay CSP, then the normal maximum eligibility will be determined by the scale in the table below. This eligibility is subject to the following provisions:
  - (a) Subject to paragraph (b) below, the discretionary eligibility applies in respect of any 12 month rolling period looking back from the first day of any new absence; and
  - (b) Once any employee’s applicable maximum eligibility is exhausted within any such 12 month period, they will not qualify for any further eligibility to CSP again until they have returned to work for a total of 13 continuous weeks.

For the avoidance of doubt, nothing shall fetter the Company’s discretion as to whether or not it decides to exercise its discretion in relation to eligibility for discretionary CSP.

<b>Period of Service</b>	<b>Maximum Number of Weeks’ Company Sick Pay</b>
Up to 1 year	Up to 13 Weeks (note exclusions apply to employees subject to clause 1.2 above)
1 year up to 5 years	Up to 26 Weeks
5 years and over	Up to 52 Weeks

#### **3 MEDICAL ASSESSMENT**

Notwithstanding the maximum entitlement/s above, any employee who is absent on sick leave may be asked to cooperate in a medical assessment as appropriate. The outcome of this assessment will determine what future action should take place.

## **4 GENERAL CONDITIONS**

- 4.1 Employees must notify an immediate superior or designated point of contact via telephone (voice call) of their absence as early as possible before their scheduled start time on the first day of absence. Employees should expect the reason for the absence and its likely duration to be reviewed.
- 4.2 Any absence must be properly explained and in the case of absence of uncertain duration, line management must be kept informed of progress on a weekly basis or with such regularity as determined in an agreed contact plan as set out in the Company Absence Management and Return to Work Guidelines
- 4.3 For absences due to sickness or injury, employees must on return to work complete and sign a return to work interview form supplied by the Company. These forms will be retained on Company records. The completion of this form will not at any time be a guarantee that CSP would be granted.
- 4.4 The Company reserves the right to request proper medical statements (at its expense if necessary) at any time during a period of absence due to sickness or injury.
- 4.5 For absences of eight successive days or more, employees must supply a medical statement provided and signed by a qualified medical practitioner. Thereafter, medical statements must be provided on a continuous basis throughout the period of absence.
- 4.6 Employees must ensure that they remain contactable during sickness absence and that the Company has their current contact details.
- 4.7 Employees are expected to cooperate with reasonable requests to meet for welfare meetings with Company representatives at an agreed location during sick leave in accordance with the Company Absence Management and Return to Work Guidelines. Employees may be accompanied by a work colleague or trade union representative during such meetings. The employee must, if so required by the Company, agree without delay to a medical assessment by a medical practitioner nominated by the Company; and authorise the disclosure of the results of such assessments to the Company and to discuss any matter arising from such assessments.
- 4.8 Where a collective agreement applies, CSP should not normally fall below the level agreed with the Company in any such collective agreement.
- 4.9 The Company may refuse or terminate the payment of CSP where, in its opinion, the benefit is not justified. This may occur when the absence is due to misconduct or negligence; the absence is not genuinely attributable to sickness or injury; the employee's absence record is not satisfactory; the employee is disqualified from SSP or State Benefit; or where the employee does not comply with Company procedures as set out in this policy.
- 4.10 The Company may also, at its discretion, opt to reduce the level of sick pay in certain individual circumstances. The reduced level would generally not fall below half normal pay.
- 4.11 Whenever the Company decides to restrict, reduce or terminate CSP it will take every reasonable effort to inform the affected employee before the decision is implemented.
- 4.12 In situations when CSP is not paid, the Company will accept requests for annual leave entitlement to be substituted for a period of unauthorised absence unless there is a solid business reason to prohibit this. The granting of any such request does not in any way affect the Company's right to take disciplinary action for unauthorised absences.
- 4.13 The employee may not without the prior written consent of the Company undertake or engage in any other work (whether paid or unpaid) whilst absent.
- 4.14 In the event that the Company agrees that an employee can return to work, following sickness absence, on reduced hours for a defined time period as part of a phased return to normal working duties, the employee will be paid his or her salary on a pro-rata basis, based on the number of hours that they work. The Company also confirms that the employee will remain eligible for CSP on a pro-rata basis in relation to hours that they are not able to work during the phased return to work, subject to the normal eligibility requirements and the other general conditions set out in this clause. The Company's intent is that an employee who returns to work on a phased basis, will not receive a lower level of payment than they would have received had they not returned to work on a phased basis, but had remained on sick leave.
- 4.15 The Company's decision as to the interpretation of the provisions of this Scheme and the exercise of its discretion shall be final.
- 4.16 Should a grievance arise relating to the application of this policy and procedure, the Company grievance procedure should be followed.

## **5 SICKNESS ABSENCE AND ANNUAL LEAVE**

- 5.1 If during a holiday year, you are absent from work due to sickness or injury you will continue to accrue statutory holiday for the duration of your absence, and you will continue to accrue contractual holiday for as long as you are in receipt of discretionary CSP, after which time you will cease to accrue contractual holiday.

- 5.2 You will be entitled to take holiday during sickness absence, provided that you notify your manager at least a week in advance. Any holiday which is accrued but untaken during sickness absence may be taken immediately before your return to work, provided that you submit a request and the Company consents to your request. If you submit a request to take holiday accrued during sickness absence after your return to work, the Company will consider your request subject to operational needs.
- 5.3 If you are in receipt of long term disability benefit under the terms of a Company permanent health insurance plan, you will continue to accrue holiday in accordance with clause 5.1 above.

## **POLICY AND PROCEDURE ON ABSENCE (7/2018)**

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

### **1 COMPASSIONATE LEAVE**

Up to five days' paid leave may be granted at the discretion of the Company. This leave may be granted in situations where an employee has suffered a traumatic experience such as a bereavement or serious illness of a close family member, the break-up of marriage or other close personal relationship or other extreme financial, accommodation or family problem. The amount of leave granted will depend upon the seriousness of the situation, e.g. death of spouse, parent or child would be generally considered more serious than death of a more distant relative.

Circumstances demanding extended periods of absence should be dealt with by granting annual leave entitlement in addition to the compassionate leave or, where annual leave has been exhausted, a further period of unpaid leave.

Where compassionate leave is paid, this is at basic pay.

### **2 CRISES AT HOME**

If an employee requests leave to deal with domestic crises, such requests and the circumstances surrounding them will be considered by the Company. Everyday domestic crises may include such issues as burst water pipes, fire, gas leak, burglary etc.

In these circumstances, leave should be taken either as part of an employee's annual leave entitlement, or as unpaid leave (if there is insufficient holiday entitlement).

### **3 TIME OFF FOR DEPENDANTS' LEAVE**

Employees will be entitled to take a reasonable period of unpaid time off work to deal with an emergency involving a dependant in accordance with the Company Time off for Dependents' Policy. Employees must notify the Company as soon as possible about their absence, the reason for it and how long they expect to be away from work.

The Company considers one or two days' unpaid leave as a reasonable period in most circumstances. Such leave may be taken as part of an employee's annual leave entitlement (if there is sufficient holiday entitlement).

### **4 RESERVISTS**

Employees who are members of the Territorial Army or other volunteer reserve service may be granted up to one additional week's unpaid leave over their normal holiday entitlement to attend annual training camps. At least one week of paid annual leave entitlement must be taken to attend such training and documentary confirmation of the training camp dates must be provided.

The decision to release employees to attend such training camps remains at the discretion of the Company in line with existing procedures for granting requests for holiday dates.

### **5 MEDICAL APPOINTMENTS**

Time off will generally be granted in respect of appointments for urgent treatment of a medical, dental or optical condition. This time off will generally be paid (except where employees do not qualify for CSP, or have had their entitlement withdrawn or restricted)

Appointments for Company arranged medicals or for LGV licence medicals would also be covered by paid time-off (unless subject to alternative local rules for LGV licence medicals which may apply to particular workgroups – employees should check with line management for further information).

Where possible employees are expected to arrange medical appointments for minor non-urgent medical ailments at times that cause little or no disruption to the operation (i.e. by scheduling appointments for evenings, weekends, lunchtimes). When employees have been able to comply with this requirement and have given sufficient notice to their manager or supervisor, permission to attend the appointment will normally be granted without loss to the employee.

In cases where insufficient notice is given about non-urgent medical appointments, employees may be required to rearrange the appointment.

## **6 TIME OFF FOR ANTE-NATAL OR ADOPTION APPOINTMENTS**

Pregnant employees are entitled to paid time off during working hours for ante-natal appointments on the advice of a registered medical practitioner, registered midwife or registered health visitor.

Employees who are primary adopters may be entitled to paid time off on up to 5 occasions for adoption appointments in accordance with the current legislation.

Employees who are due to be the father of a child, or whose spouse, civil partner or co-habiting partner is pregnant or those who are adopting a child with their partner (and they are to be the secondary adopter) may be entitled to unpaid leave on up to two occasions to accompany their partner to either an ante-natal or adoption appointment in accordance with the current legislation. Such employees must not take more than 6.5 hours for each appointment, including travelling and waiting time.

Employees must give as much notice as possible of ante-natal/adoption appointments and where possible, try to arrange them as near as possible to the beginning or end of the working day.

Advice should be sought from Human Resources.

## **7 JURY SERVICE**

Employees called for jury service must advise the Company in as much time as possible. The Company is under a legal obligation to allow time off for jury service. Although there is no legal obligation to pay employees undertaking jury service, the policy of the Company is to ensure no contractual loss of pay is suffered. Nevertheless, a claim for loss of earnings up to defined limits must be made to the Court. Such sums will then be offset against the employee's pay whilst absent for jury service.

If, by the absence of the employee, it is thought that the Company's business would be damaged, a letter setting out the problems should be written to the Court asking for the employee to be excused.

Advice on these matters should initially be sought from Human Resources.

## **8 COURT APPEARANCES**

Employees who have to attend Court as a witness, plaintiff or defendant would normally be allowed time off on an unpaid basis. Consideration can also be given to requests for this time off to be taken out of annual leave entitlements.

Employees attending Court (including Employment Tribunals) as witnesses on the Company's behalf would do so as part of their normal duties and would be paid accordingly.

## **9 PUBLIC DUTIES**

The Company is legally obliged to grant reasonable time off to employees\* who are engaged in the following public duties:

- Justice of the Peace
- Member of a local authority
- Member of a statutory tribunal
- Member of a NHS trust, Health Authority, Health Board or Family Practitioner Committee
- Governor of a grant maintained school, higher education corporation or local authority educational establishment
- Member of a water authority or river purification board
- Member of a board of visitors for prisons, remand centres, young offenders institutions
- Member of a police authority, appointed under the Police Act 1964
- Member of the Environment Agency or the Scottish Environment Protection Agency

In all such cases, employees will be expected to advise the Company in as much detail as possible of the amount of time to be taken off and the purpose for which this is required. Employees are also asked to consider the impact on the business of undertaking public duties before taking on such obligations.

Where it is thought that requests for time off for such public duties are unreasonable, the advice of Human Resources will be sought before taking any action.

Any time off granted for public duties would be on an unpaid basis.

10     **TRADE UNION/SAFETY REPRESENTATIVE DUTIES AND ACTIVITIES**

Where a collective agreement applies, any requests from trade union shop stewards or safety representatives for time off for them or their members to carry out union duties or activities should be made in accordance with the Company/Trade Union Procedural Agreement.

11     **GRIEVANCES**

Should a grievance arise relating to the application of this policy and procedure, the Company grievance procedure should be followed.

\* = In Jersey, the Company may grant reasonable time-off to employees engaged in public duties only e.g. as a member of the honorary police force.

## **COUNSELLING, DISCIPLINARY, COMPETENCY AND GRIEVANCE PROCEDURES (7/2018)**

### **1 PURPOSE AND SCOPE**

The disciplinary and competency procedures apply to all employees who have completed their probationary period and are designed to achieve the following:

- (a) The smooth running of the Company;
- (b) Observance of Company rules including those covering health and safety, and 'local' rules which apply to particular departments or offices;
- (c) Fair and consistent treatment of employees involved in disciplinary proceedings; and
- (d) High standards of conduct, attendance and job performance.

No disciplinary action will be taken against an employee for reporting any action that amounts to a protected disclosure, as defined in the relevant legislation at the time of the act.

None of the counselling, disciplinary, competency or grievance procedures form part of any employee's contract of employment and the Company may amend or withdraw them at any time at its absolute discretion.

### **2 COUNSELLING**

Cases of minor misconduct or unsatisfactory performance will be dealt with by general counselling given by the employee's superior (technical and equivalent specialist grades and above). In some cases additional training, coaching and advice may be what is needed. A record of any counselling will be noted on employee records, together with an informal warning that any further minor misconduct or underperformance may lead to action being taken under the disciplinary procedure or competency procedure (as appropriate).

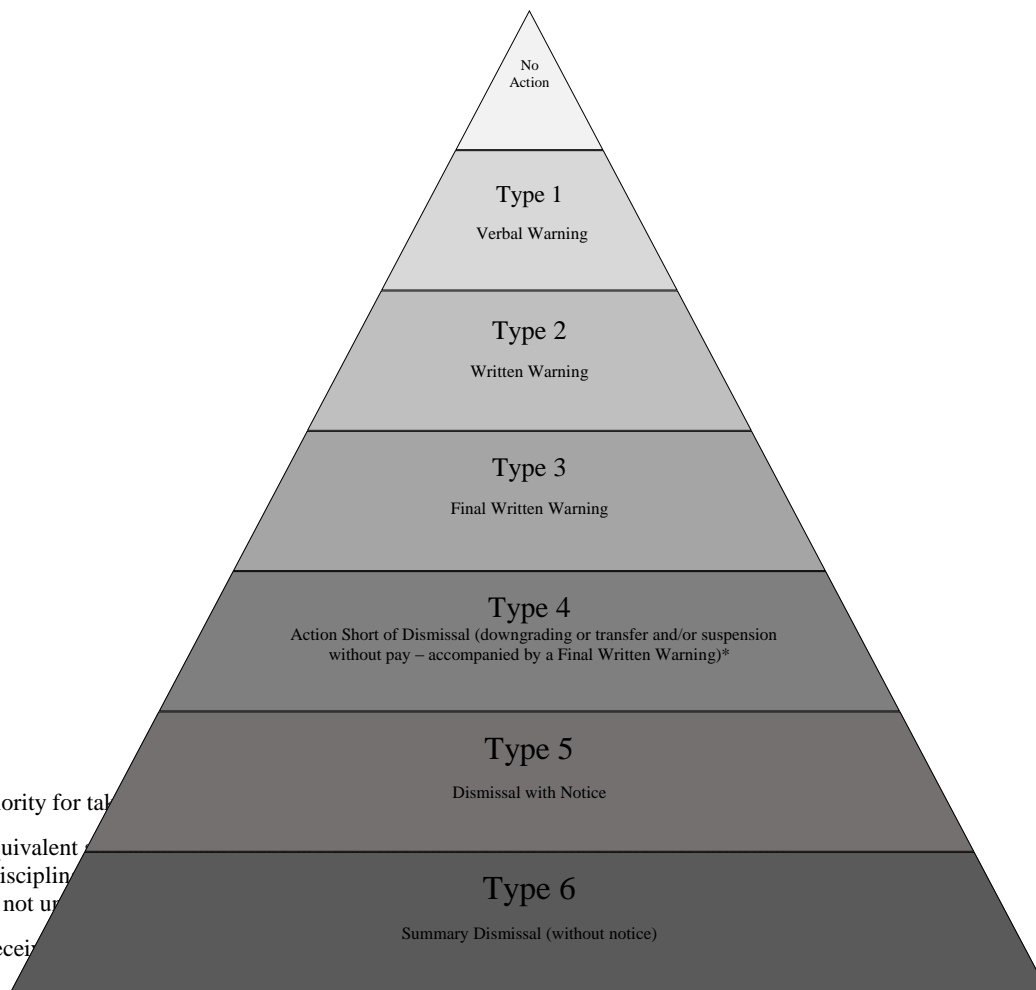
Counselling would not be viable where the offence is of a more serious nature or when, following counselling an employee fails to improve or maintain an improvement; then the appropriate level of disciplinary sanction should be considered.

### **3 DISCIPLINARY PROCEDURE: GENERAL PRINCIPLES**

- (a) All disciplinary matters including meetings, decisions and confirmation of decisions will be dealt with as soon as reasonably practicable. The timeframe for issuing invitations to disciplinary meetings will normally be no later than four weeks after the alleged misdemeanour/offence comes to light providing it is feasible to do so in the circumstances. If it is not feasible to adhere to this timeframe, such delays must be sanctioned by Human Resources. Where an investigation into a disciplinary matter is delayed for whatever reason, the employee will be kept informed of developments.
- (b) Once a disciplinary matter arises, an independent investigation will normally be conducted as soon as reasonably practicable to establish the facts. In some cases it will be necessary to hold an investigatory meeting with the employee before proceeding to any disciplinary meeting. In others, no investigatory meeting will be necessary but, instead, information will be collated from other sources. Any evidence gathered at the investigatory stage, whether during an investigatory meeting or otherwise, may be used at a later stage in the disciplinary process.
- (c) In serious cases, consideration should be given to a period of suspension with pay while investigations are carried out. Periods of paid suspension may be appropriate, for example, where relationships have broken down where there are concerns around the Company's ability to have trust and confidence in the employee during the investigation, in gross misconduct cases or where there are risks to employee and company property or responsibilities to other parties. Suspension is not an assumption of guilt and is not considered a disciplinary sanction. An employee under paid suspension must not engage in other paid employment.
- (d) There are 6 types of disciplinary sanction and the various penalties are set out in the pyramid table below. Disciplinary sanctions are not necessarily applied in the order set out in the pyramid table but will vary in degree dependent upon the gravity of the offence or the particular circumstances of each case. No action may be the outcome if it is found during the course of the disciplinary process that the allegations are unfounded, there is insufficient evidence or it is decided a sanction would not be appropriate.

This procedure cannot provide definitive guidance on the appropriate level of discipline for every case that arises. Examples of a variety of offences and the potentially appropriate disciplinary action are given in the 'Disciplinary Code' in Appendix D1.

**Types of Disciplinary Sanction:**



(e) The guidance levels of authority for taking disciplinary action are:

- Whilst technical and equivalent specialist grades and anyone in an equivalent role (who has received appropriate training and/or appropriate support) – all levels of disciplinary sanction.
- Supervisor (who has received appropriate training and/or appropriate support) – all levels of disciplinary sanction.
- Manager, equivalent specialist grades and anyone in an equivalent role (who has received appropriate training and/or appropriate support) – all levels of disciplinary sanction.

The above levels of authority are provided by way of guidance. In some operations, depending on the management structure in place, these authority levels may vary.

- (f) All employees have the right of appeal against any action resulting in a disciplinary sanction.
- (g) At disciplinary meetings which could result in a disciplinary sanction, and at disciplinary appeal meetings, employees may be accompanied by a work colleague or trade union representative. The companion may address the meeting and confer with the employee but not answer questions on the employee's behalf. When a shop steward is subject to formal disciplinary proceedings, there will be a right to representation from a full time union official/Convener.
- (h) If an employee's chosen companion is not available at the time proposed for a disciplinary meeting or disciplinary appeal meeting, the meeting may be postponed to an alternative time which is both reasonable and not more than 10 working days after the date originally proposed. Where such meetings are postponed at the employee's request to allow for the appointment of a companion, it is the employee's responsibility to keep the Company informed of arrangements in respect of the companion's availability.
- (i) Irrespective of the level of potential disciplinary sanction, the purpose of any disciplinary meeting should be clearly explained to the employee together with an explanation of the matters giving cause for concern.
- (j) All disciplinary meetings should be held without bias and without prejudging the outcome.
- (k) The Company will act reasonably in arranging the times at which disciplinary and disciplinary appeal meetings are held.

- (l) The disciplinary procedure is not intended to allow for the accumulation of disciplinary action for a whole host of different misconduct and capability offences. In determining whether a disciplinary penalty is appropriate and the form it should take, consideration should be given to the employee's 'live' disciplinary warnings on file.

#### **4 DISCIPLINARY PROCEDURE: STAGES**

If, following completion of an investigation, there are grounds for considering that formal disciplinary action may be warranted, the following procedural stages shall apply:

##### **4.1 STAGE 1: Invitation to Disciplinary Meeting**

The employee will be given notification in writing of the purpose of the disciplinary meeting and an explanation of the alleged misconduct or poor performance as well as the possible disciplinary sanctions that may follow. This notification must be received by the employee in letter format and must not be delivered as a text, email, electronic message (e.g. via DIAD) or via social media. Letter attachments accompanying email communications are permissible if the employee is in agreement. The employee will also be given copies of relevant information and evidence available to the Company, which is to be referred to and/or relied upon during the disciplinary meeting. The letter inviting the employee to the disciplinary meeting should also set out:

- the time, date and location of the meeting;
- who will chair the meeting (this should not be the same person who undertook the initial investigation into the alleged disciplinary matter);
- the fact that the employee may be accompanied at the disciplinary meeting by a work colleague or trade union representative; and
- the possible disciplinary sanctions that might be imposed at/following the meeting, including whether dismissal is to be considered.

##### **4.2 STAGE 2: Disciplinary Meeting**

- (a) The employee must take all reasonable steps to attend the meeting. In the event that the employee cannot attend on the proposed meeting date, the meeting will be postponed to an alternative time and date proposed by the employee, provided it falls within 10 working days of the original disciplinary meeting date and is acceptable to the Company. Where the employee proposes an alternative date that does not fall within 10 working days of the original disciplinary meeting date, this should be referred immediately to the District Labour Manager for approval.
- (b) If an employee does not take all reasonable steps to attend meetings then this will be considered by the Company and if appropriate, the Company may proceed to make a decision on the basis of the evidence available.
- (c) The individual chairing the disciplinary meeting should arrange for an HR Representative to be present, who is not involved in the case, to take notes of the meeting and to act as a witness to what is said. Such persons are responsible for maintaining confidentiality with regard to the content of such meetings.
- (d) At the meeting, the employee will be given the opportunity to state their case and to consider any relevant documents or statements.
- (e) As soon as reasonably practicable after the disciplinary meeting but ideally within 10 working days, the disciplinary outcome will be communicated to the employee. In the event that this will not be within 10 working days, the employee will be informed of this and kept updated regarding progress. The disciplinary outcome will also be provided in writing together with any right of appeal as relevant.
- (f) Where a disciplinary meeting is adjourned pending a disciplinary outcome to allow for further investigation, the employee should be given the opportunity to comment on any relevant information before any disciplinary sanction is confirmed in writing.

##### **4.3 STAGE 3: Appeal**

- (a) The right of appeal will be communicated to the employee by the individual implementing the disciplinary action.
- (b) Appeals must be in writing and the letter notifying the employee of the decision reached following the disciplinary meeting will inform the employee to whom the appeal should be addressed. Appeals must state the full grounds on which they are made. The appeal must be lodged within 10 working days of receipt of the letter confirming the disciplinary action taken.

- (c) The appeal meeting will be held by an individual with relevant authority to hear appeals and who has had no involvement in the investigation or original disciplinary decision. The Company will arrange for an HR Representative to be present to take notes of the meeting.
- (d) An appeal meeting will be arranged as soon as reasonably practicable and the employee must take all reasonable steps to attend. In the event that the employee is unable to attend on the proposed date, the appeal will be postponed to an alternative time and date proposed by the employee, provided it falls within 10 working days of the original appeal meeting date and is acceptable to the Company. Where the employee proposes an alternative date that does not fall within 10 days of the original appeal meeting date, this should be referred immediately to the District Labour Manager for approval.
- (e) A copy of the typed notes of the disciplinary meeting will be made available to the employee before the appeal meeting.
- (f) If new issues arise at the appeal meeting, the meeting may be adjourned so that those issues may be investigated. If so, the employee must be given an opportunity to consider and comment upon any new evidence that arises during the appeal process before any outcome is confirmed in writing to the employee.
- (g) As soon as reasonably practicable after the appeal meeting but normally within 10 working days, the appeal outcome will be communicated to the employee. In the event that this will not be within 10 working days, the employee will be informed of this and kept updated regarding progress. The appeal outcome will also be provided in writing. The disciplinary decision which is the subject of the appeal may be confirmed, reduced or revoked. This decision will be final and no further appeal will be allowed.
- (h) In the event of an appeal against dismissal succeeding, this will have the effect of reinstating the employee without loss of pay or continuity of employment. Otherwise, the dismissal will stand from the original date of termination.

## 5 DISCIPLINARY SANCTIONS

Disciplinary sanctions are not necessarily applied in the order set out in the pyramid table set out at 3 (d) above but will vary in degree dependent upon the gravity of the offence or the particular circumstances of each case.

### 5.1 TYPE 1 - Verbal Warning

In the event of minor breaches in discipline, misconduct, attendance, timekeeping etc., a verbal warning will be given which will specify the improvement expected and the period within which this is to be achieved. At this stage, it is good practice to schedule a review date for discussion to coincide with the deadline for improvement. It should be made clear to the employee that failure to improve may lead to further disciplinary action being taken.

Verbal warnings will be confirmed in writing and issued to the employee concerned with a copy placed on their personal file. The warning should clearly state the reasons why it has been given, and the improvement and standard expected in the future and, as appropriate, a period of time for this improvement to take place. The warning will also give an indication of the penalty or sanction which would be imposed if the offence is repeated or other offences are committed or if the required standard of conduct or performance is not reached and maintained. This may ultimately include dismissal. The warning will also set out the employee right of appeal.

Verbal warnings will normally expire after a period of 12 months from the date of issue in the absence of other offences.

### 5.2 Written Warnings

#### (a) TYPE 2 - Written Warning

If a verbal warning has not had the effect of encouraging the employee to meet the required standard or the offence justifies more severe disciplinary action, a written warning will be issued.

#### (b) TYPE 3 - Final Written Warning

If the written warning has not had the effect of bringing the employee's conduct or performance up to the required standard during the given period of time, or a more serious offence is involved, a final written warning will be issued.

Written and final written warnings will be confirmed in writing and issued to the employee concerned with a copy placed on their personal file. The warning should clearly state the reasons why it has been given, and the improvement and standard expected in the future and, as appropriate, a period of time for this improvement to take place. The warning will also give an indication of the penalty or sanction which would be imposed if the

offence is repeated or other offences are committed or if the required standard of conduct or performance is not reached and maintained. This may ultimately include dismissal. The warning will also set out the employee right of appeal. Examples of offences justifying written warnings are set out in the Disciplinary Code (Appendix D1)

Written and final written warnings will normally expire after a period of 12 months from the date of issue, in the absence of other offences. In limited circumstances, written warnings may be extended beyond 12 months if there is a further act of misconduct prior to the expiry of the warning.

### 5.3 **TYPE 4 - Action Short of Dismissal**

In particular circumstances where there are genuine factors mitigating against dismissal the following alternative action may be taken:

- (a) Downgrading: normally to a more suitable position if available.
- (b) Transfer: to another more suitable location or department if available.
- (c) Suspension without pay: normally for a maximum of 5 working days.

Such actions will be confirmed in writing to the employee concerned together with a final written warning.

### 5.4 **TYPE 5 - Dismissal with Notice**

Dismissal should be seen as a last resort and should take account of any representations or mitigating circumstances put forward by the employee.

Where an offence or breach of contract has been committed or the employee's conduct/behaviour fails to improve despite repeated warnings, the employee will be subject to disciplinary procedure and then dismissal with notice.

Examples of offences justifying dismissal with notice are set out in the Disciplinary Code (Appendix D1). A decision to dismiss will be confirmed in writing to the employee, stating the reasons for dismissal, the date on which employment will terminate and the appropriate period of notice or pay in lieu of notice if any.

A decision to dismiss with notice will be confirmed in writing to the employee, stating the reasons for dismissal, the date on which employment will terminate and the employee right of appeal.

### 5.5 **TYPE 6 - Summary Dismissal without Notice**

For the avoidance of doubt, the Company reserves the right to summarily dismiss employees for gross misconduct. Where a serious offence or breach of contract has been committed, the employee will be subject to disciplinary procedure and then dismissal without notice or pay in lieu of notice. The employee will be paid in lieu of accrued but untaken statutory holiday entitlement only. Examples of offences constituting gross misconduct and justifying summary dismissal are listed at section A of the Disciplinary Code (Appendix D1). A decision to dismiss summarily will be confirmed in writing to the employee, stating the reasons for dismissal, the date on which employment will terminate and the employee right of appeal.

## 6 **EMPLOYEES SUSPECTED OF COMMITTING CRIMINAL OFFENCES**

An employee convicted of theft, fraud or any other criminal offence that renders the individual unsuitable for his type of work or unacceptable to other employees will normally be summarily dismissed.

Employees should not be dismissed automatically solely because a charge against them is brought, considered or because they are absent through having been remanded in custody. Any disciplinary action taken based on the alleged criminal conduct of an employee must result from establishing the facts of the offence and conducting an investigation using information sources available. Issues which need consideration include whether or not any conviction impairs the employee's ability to do the job, whether there is a loss of confidence in the employee, and whether or not the offence is one likely to bring the Company into disrepute. The advice of Human Resources must be sought in such cases.

## 7 **COMPETENCY PROCEDURE**

- 7.1 The following procedure will apply in the cases of poor performance whether resulting from lack of skills, ability or knowledge and where the issue is not one of misconduct alone. Concerns about the competency of a member of staff are taken extremely seriously by management, due to the resulting effect on others in the business (including increased workloads, time lost to correcting and checking work) and a poor quality of service being provided to customers. It is Company policy to help and encourage all employees to achieve and maintain acceptable performance standards. The purpose of this policy is to provide a framework for, and to promote the consistency of, the support, coaching and encouragement of improvements in employee performance where they fall short of Company expectations.

This procedure may be implemented at any stage if the performance shortfalls warrant such action. If it becomes evident during the competency process that an employee's performance is wholly or partially attributed to misconduct, the Company reserves the right to transfer the process to the Disciplinary Procedure outlined in paragraph 4 above. In such instances, consideration will be given to the level of warnings issued under the Competency Procedure when assessing what disciplinary sanction (if any) should be adopted. Such disciplinary sanctions could include formal warnings and ultimately even dismissal.

The general principles of the disciplinary procedure as outlined above will be applied to this competency procedure as appropriate. Minor problems will be solved by general counselling as described in paragraph 2 (Counselling) above, and an informal warning, as appropriate, of the consequences of a further underperformance will be placed on the employee's records.

In certain circumstances, the Company may need to take medical advice in order to assess an employee's capability to perform their role and the employee may be asked to cooperate in a medical assessment as appropriate.

## **7.2 Verbal Warning**

Where it is deemed appropriate to issue a verbal warning for unsatisfactory performance, the employee's immediate superior will firstly conduct an initial review, by way of discussion with the individual, of the requirements of the role in comparison to the individual's current performance. The improvements required will be explained and any additional supervision or training identified and arrangements made for their provision. A timescale will be set in which the required improvements are to be made and these will be reassessed. A copy of this review should be signed by both parties. The employee will be warned that failure to improve within the timescale may lead to further action being taken under this competency procedure as outlined below.

Verbal warnings will be confirmed in writing and issued to the employee concerned with a copy placed on their personal file. The employee will be notified of how long any verbal warning will remain on their file and this will ordinarily be for a period of 12 months.

## **7.3 Written Warning**

- (a) Where the employee's performance does not improve within the timescale set at the initial review, the employee will receive notification in writing to attend a further meeting to discuss their performance. The written notice must set out the information required under Stage 1 in paragraph 4.1 above and set out the ongoing concerns regarding the employee's performance.
- (b) The meeting will be held in accordance with the requirements set out for a Stage 2 meeting (see paragraph 4.2 above). At the meeting a further review will be undertaken detailing the requirements of the role in comparison to the individual's current performance and representations by the employee will be considered.
- (c) If the explanations offered by the employee for the poor performance are not satisfactory, the employee may be issued with a written warning to the effect that failure to meet required standards may lead to further competency warnings and may ultimately lead to the employee's dismissal. This warning will be given by the employee's immediate superior with requisite disciplinary authority (as specified in paragraph 3(e) above) and will be confirmed to the employee in writing and a copy placed on their personal file. The warning should include a clearly documented summary of the review and should be signed by both parties. This summary will include an explanation of the improvements required, and the timescale in which these will be reassessed. It will be made explicit in this summary that, if at the time of the reassessment the individual has made no effort to improve their performance, or has proved to be incapable of improving their performance, the Company will hold a disciplinary meeting with a view to identifying the causes of the persistent or serious poor performance and with a view to agreeing a solution. An appropriate and reasonable timescale will be identified and the employee's performance will be kept under review.
- (d) At the end of the timescale identified, a further meeting will be held to establish whether sufficient improvement has been achieved. If sufficient improvement has been achieved no further action will be taken but the improvement must be maintained for at least one year.
- (e) The employee will be notified of how long any written warning will remain on their file, and this will ordinarily be for a period of 12 months.

## **7.4 Final Written Warning**

- (a) If no significant improvement is forthcoming, or improvement is not sustained following the issue of a written warning, consideration will be given to issuing a final written warning. The supervisor or manager will write to the employee setting out the information required in respect of the review meeting at paragraph 7.3 above. The format of this meeting will follow that of the review meeting when the employee's written warning was issued. If the explanations offered by the employee for the poor performance are not satisfactory, a final written warning may be issued.

- (b) If it is genuinely believed that, at this stage, the improvements required to standards of performance are beyond the employee's ability and that a final written warning or further time would serve no useful purpose, consideration may be given to finding the employee another suitable job. Where no suitable alternative job is found, or where a suitable alternative role is unreasonably refused, the Company may terminate the employee's employment with notice.
- (c) If a final written warning is given, this will be confirmed to the individual in writing. This warning will state a further period during which the employee's work will be monitored and improvements that must be made. It will warn the employee that their employment will be terminated unless sustained improvements are made within the set timescale. A copy of the warning will be placed on the employee's file.
- (d) The employee will be notified of how long any final written warning will remain on their file, and this will ordinarily be for a period of 12 months.

#### **7.5 Dismissal with Notice**

- (a) If, after a further period of time, the employee does not consistently reach the standards required, a further meeting will be held. Again, notice of the meeting and its format should follow the same process as for a further review under paragraph 7.3 above. Additionally, the employee should be advised in advance that the outcome of this meeting could be the termination of their employment.
- (b) If dismissal is decided upon, the employee will be notified in writing and informed of the date of termination. Dismissal on the grounds of poor performance will generally be on notice, or with pay in lieu of notice.

#### **7.6 Summary Dismissal without Notice**

The Company observes the right to treat cases of gross incompetence which harm the Company's business interests, as equivalent to gross misconduct warranting summary dismissal.

#### **7.7 Right of Appeal**

- (a) As in the Disciplinary Procedure above, an employee has a right to appeal. Outcome letters will inform the employee to whom the appeal should be addressed. Such appeals should be made in writing within 10 working days of receipt of the written notice of warning or dismissal. Such appeals should set out the grounds of the appeal. The appeal meeting will follow the procedure set out at Stage 3 of the disciplinary procedure outlined in paragraph 4.3 above.

### **8 GRIEVANCE PROCEDURE**

#### **8.1 General Principles**

- (a) The policy of the Company is to endeavour at all times to seek to avoid disputes. It is important for the maintenance of good employment relations that when a grievance is raised, both parties should try to resolve the issue without delay and grievance matters should be dealt with as soon as reasonably practicable.
- (b) In the event of an employee raising a grievance, unless there are specific circumstances which require it to change, the pattern of working existing at the time that the grievance was registered will continue whilst the following procedures are carried out. No form of corrective action shall be taken by either party until the procedure has been exhausted.
- (c) At grievance meetings and grievance appeal meetings the employee who has raised the grievance may be accompanied by a work colleague or trade union representative at any or all of the stages outlined below.
- (d) Where an employee feels unable to speak to their immediate superior, for example, because the complaint concerns him or her, then the employee should speak informally to Human Resources or a senior manager in the first instance.

#### **8.2 Individual Grievances**

In the event that an individual has a grievance:

- (a) In the first instance, the matter should be raised informally with one's immediate superior who shall attempt to resolve the matter as soon as reasonably practicable but ideally within 10 working days.
- (b) If no agreement can be reached, the employee must set out the grievance and its basis in writing and send this to the next level of management. Unless otherwise agreed between the parties, a meeting will normally be arranged as soon as reasonably practicable but ideally within 10 working days so that the grievance may be heard. The employee must take all reasonable steps to attend the meeting. In the event that the employee cannot attend on the proposed grievance meeting date, the meeting will be postponed to an alternative time and date proposed by the employee provided it falls within 10 working days of the original grievance meeting date and is acceptable to the Company. Where the meeting is postponed by the employee to allow for the appointment of a companion, it is the employee's responsibility to keep the Company informed of arrangements in respect of the

companion's availability. As soon as reasonably practicable after the meeting but ideally within 10 working days, the grievance outcome will be communicated to the employee. In the event that this will not be within 10 working days, the employee will be informed of this and kept updated regarding progress. The grievance outcome will also be provided in writing along with notification of the employee's right to appeal.

- (c) In the event that the employee wishes to appeal, the grounds of appeal must be set out in writing to the next level of management within 10 working days of receipt of the written outcome of the grievance. An appeal meeting will be convened as soon as reasonably practicable but ideally within 20 working days. As soon as reasonably practicable after the appeal meeting but ideally within 10 working days, the appeal outcome will be communicated to the employee. In the event that this will not be within 10 working days, the employee will be informed of this and kept updated regarding progress. The appeal outcome will also be provided in writing along with confirmation that the decision is final and that there is no further right of appeal.

At any stage in the above procedure, either party may involve in the discussion any of the individuals who have been involved at the earlier stages and who may be able to assist in settling the matter.

### 8.3 **Group Grievances**

In any grievance raised by a group of employees, the procedures will commence at stage (b) above.

### 8.4 **Collective Grievances**

If a group grievance is raised by the Trade Union or a group of employees within the collective bargaining unit, this will be addressed in accordance with the avoidance of dispute procedure in the Company/Trade Union Procedural Agreement.

## **APPENDIX D1 - DISCIPLINARY CODE**

The following is a list of offences together with the appropriate disciplinary action. **This list is not intended to be exhaustive nor will the specified disciplinary action always apply.** In exceptional circumstances the action could be more or less severe depending upon the degree of the offence and any mitigating circumstances.

### **SECTION A**

Each of the following shall constitute gross misconduct for which an employee may be summarily dismissed:

1.	Fraudulent recording of start and/or finish times for another employee.
2.	Leaving work without permission.
3.	Participating in unofficial industrial action.
4.	Being at work whilst under the influence of alcohol or illicit drugs/substances.
5.	Consuming alcohol or illicit drugs/substances during the working day on or off company premises.
6.	Trading in a product carried by the Company or unauthorised possession of a customer's property.
7.	Theft, fraudulent activity or dishonesty committed inside or outside work, whether or not the victim is the Company, a customer or fellow employee.
8.	Deliberate or calculated misuse of, damage or violence against any employee or property of the Company or of any customer (whether or not committed in working hours).
9.	Indecent behaviour committed against any person at any time.
10.	Abusive, threatening, violent, bullying, disrespectful or objectionable behaviour towards workers, employees, customers, or suppliers.
11.	Acts of incitement, harassment, victimisation or discrimination on the grounds of a person's (or any associative or perceived) gender, sexual orientation, marital or civil partnership status, gender reassignment, colour, race, nationality, ethnic or national origins, religion or belief, disability or age.
12.	Taking other paid employment whilst receiving pay or other benefits from the Company during a period of sickness or absence.
13.	Disclosure of confidential information to a competitor (either directly or indirectly).
14.	Unauthorised disclosure or use of confidential information.
15.	Deliberate falsification of Company documents or deliberately providing false information with intent to mislead.
16.	Reckless disregard of health and safety precautions, procedures and regulations.
17.	A material and serious failure, a repeated failure, or a wilful failure to follow Company policies, documentary procedures or regulations.
18.	Conviction for a criminal offence or reasonable suspicion of the employee committing a criminal offence which renders the individual unsuitable for employment or unacceptable to other employees or likely to bring the Company into disrepute.
19.	Allowing unauthorised persons in Company vehicles.
20.	Being 'off route' without Company approval.
21.	Gross insubordination or refusal to cooperate by failing to carry out reasonable instructions.
22.	Unauthorised use of Company equipment or property.
23.	Failure to keep a Company vehicle or its load secure.
24.	Obtaining unauthorised access to the Company's computer network and systems.
25.	Accessing, viewing, downloading or transmitting illegal or inappropriate material using the Company's email or internet facilities.
26.	Posting confidential, offensive, defamatory, discriminatory or inappropriate comments about the Company or any of its clients, customers, suppliers, employees, directors, consultants or other staff on social networking websites.
27.	Covertly recording other employees, clients, customers or suppliers without their consent or the consent of the Company.
28.	Acting in a manner which, in the reasonable opinion of the Company, brings the Company into disrepute or otherwise prejudices or is considered likely to prejudice the reputation of the Company.
29.	Acting in a manner which, in the reasonable opinion of the Company, amounts to serious negligence in connection with or affecting the business of affairs of the Company.

## **SECTION B**

The following shall constitute incapability for which an employee may be dismissed with notice:

1.	Persistent or serious poor performance.
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### **SECTION C**

Each of the following shall constitute misconduct for which an employee may be dismissed with notice:

1.	Unacceptable accident record resulting from failure to follow prescribed company driving methods.
2.	Refusal to consent to the Company exercising its right to stop and search you or your property on company premises for the purpose of implementing preventative measures against theft or other criminal activity.

### **SECTION D**

Each of the following shall constitute a statutory restriction for which an employee may be dismissed with or without notice:

1.	Loss of driving licence (other than for medical reasons).
2.	Ceasing to have the right to work in the UK.

### **SECTION E**

Each of the following shall constitute misconduct for which an employee may be given a written warning (and one day's suspension without pay in relation to point 6 below):

1.	Failing to notify absence from work/failing to notify correct manager of absence from work.
2.	Smoking on Company premises (except specified areas) including Company vehicles.
3.	Frequent or persistent absence from work.
4.	Frequent or persistent poor timekeeping.
5.	Use of Company telephones for private calls without management permission.
6.	Failure to wear Company uniform, protective clothing and/or security IDs.

## **POLICY ON EQUAL OPPORTUNITIES, ANTI-HARASSMENT AND BULLYING (2/2018)**

### **1 PURPOSE AND SCOPE**

Company policy is to offer equal treatment and opportunities in all aspects of employment and ensure that all employees are protected from unlawful harassment, bullying or discrimination regardless of their (or any associative or

perceived) gender, sexual orientation, marital or civil partnership status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability, age, or trade union membership.

All managers have a specific responsibility to operate within the boundaries of this policy, ensure that all employees understand the standards of behaviour expected of them and to take action when behaviour falls below its requirements. All employees have personal responsibility for the application of this policy. This policy also applies to external job applicants and applies to the treatment of the Company's customers, clients and suppliers. Overall responsibility for the effective implementation of this policy rests with the Human Resources (HR) Department which will communicate it to employees and ensure that supervisors and managers undergo equal opportunities training.

The Company considers any breach of this policy by an employee to be misconduct. Breaches of this policy will result in disciplinary action up to and including dismissal where appropriate. Any employee who witnesses discrimination, harassment or bullying or believes s/he has been subjected to such conduct must report it to a supervisor or manager, HR or the UPS Help Line.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

## **2 EQUAL OPPORTUNITIES**

This equal opportunities policy applies to procedures and criteria for recruitment and selection, promotion, training and development and transfer as well as judgments as to suitability, which are made on the basis of the relevant merits and abilities of the individual. In addition, terms and conditions of employment and every other aspect of employment including general treatment at work and the processes involved in the termination of employment are based on this policy.

### **2.1 Recruitment**

- (a) The Company will ensure that job advertisements do not unlawfully discriminate against any individuals or any section(s) of the community and do not contain terminology that could restrict applications from particular sections of the community.
- (b) All job advertisements will contain the statement that the Company is an Equal Opportunity Employer.
- (c) Selections for vacancies will be based on criteria set out in Person Specifications which will be reviewed periodically to ensure that criteria are justified by the demands of the job.
- (d) Interviewers will complete interview report forms to describe and justify reasons for acceptance or rejection of candidates.
- (e) The Company will endeavour to make any adjustments necessary to accommodate interviewees with disabilities.
- (f) All job applicants will be asked to complete a standardised application form to ensure uniformity with regard to disclosure of candidate information to the Company.
- (g) All job applicants will be invited to complete an optional Equal Opportunities Monitoring Form. The Company guarantees that the information provided on this form will be used solely for the purpose of monitoring the effectiveness of this policy. Such information will be removed from other applicant data prior to short listing for interview.
- (h) Selection tests will be used only where they are related to the requirements of the job and are not unlawfully discriminatory.

### **2.2 Promotion**

- (a) The Company aims to promote employees on an equal and impartial basis.
- (b) Employees being considered for promotion will be assessed on the basis of their specific skills, knowledge, aptitude and ability to perform a team leader, supervisor or management role.
- (c) Selection tests will be used only where they are related to the requirements of the job and are not unlawfully discriminatory.
- (d) Members of promotion selection and interviewing panels must fully document reasons for recommending or not recommending candidates for promotion.

### **2.3 Training and Development**

- (a) Employees responsible for recruitment, promotion, training and development, supervision and transfer of staff will undergo training on equal opportunities.
- (b) Only trained employees will be permitted to administer/interpret selection tests.

- (c) The Company will endeavour to give employees equal access to training and regularly evaluate training, learning and development procedures to ensure that they are not unlawfully discriminatory.

#### **2.4 Terms and Conditions**

- (a) Existing personnel practices, procedures and terms and conditions of employment will regularly undergo review to ensure that they are not unlawfully discriminatory.
- (b) Where employees or job applicants have a particular cultural, religious or domestic need which may conflict with existing work requirements, every reasonable effort will be made to accommodate such needs subject to the needs of the business.
- (c) Employees who are disabled or become disabled in the course of their employment should inform the Company about their disability. Management will then arrange to discuss with the employee what reasonable adjustments to their job or working conditions or environment might assist them in the performance of their duties. The employee will also be encouraged to suggest any adjustments that they believe would be helpful to them. Careful consideration will be given to any proposals and, where reasonable and reasonably practicable such adjustments will be made. There may, however, be circumstances where it will not be reasonable or reasonably practicable for the Company to accommodate proposals put forward by the employee.

#### **2.5 Redundancy Selection**

Redundancy decisions will be based on objective criteria, and the Company will not unlawfully discriminate when creating or applying such criteria.

#### **2.6 Workforce Monitoring**

Workforce monitoring will be undertaken periodically by HR.

### **3 ANTI-HARASSMENT AND BULLYING**

The Company is committed to creating an environment in which employees are treated with dignity and respect, free from harassment or other forms of bullying at work. All employees must treat each other with courtesy, consideration and professionalism.

#### **3.1 Definition of Harassment**

Harassment for the purpose of this policy consists of any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating the recipient's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. It can involve a single incident or may be persistent and may be directed towards one or more individuals.

Examples of harassment include:

- (a) Unwanted physical conduct or "horseplay". Physical conduct ranges from touching, pinching, pushing or brushing past someone or invading personal space to grabbing, shoving, punching and physical or sexual assault;
- (b) Unwelcome sexual behaviour, which the harasser may perceive as harmless flirting and which may involve unwanted suggestions, advances, propositions or pressure for sexual activity;
- (c) Inappropriate behaviour whether in the form of offensive or intimidating comments or gestures or insensitive jokes or pranks;
- (d) The sending or displaying of material that is pornographic or obscene or that some individuals or groups may find offensive (including e-mails, text messages, video clips and photographs taken or sent using mobile phones or via the internet).

#### **3.2 Definition of Bullying**

Bullying is offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear of intimidation. Bullying is often a form of harassment and can undermine an individual's self confidence, competence and self-esteem. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct.

Examples of bullying include:

- (a) Shouting at, being sarcastic towards, ridiculing or demeaning others;
- (b) Physical or psychological threats; and
- (c) Overbearing and intimidating levels of supervision.

### 3.3 **Informal Steps to Resolve Harassment or Bullying**

If any employee feels that s/he or other colleagues have been harassed, bullied or treated in a way which breaches this policy, s/he should tell the person(s) responsible straight away that their behaviour is not welcome and that s/he wants the behaviour to stop. If this is too difficult or embarrassing for the employee, support should be sought from line management or HR. Management or HR can provide confidential advice and assistance to those who believe they have been bullied or harassed and will offer to assist in the resolution of any problems, whether through informal or formal means.

If informal steps have not been successful or would not be appropriate due to the nature of the harassment or bullying, or because the employee does not feel able to talk directly to the person creating the problem, the grievance procedure should be followed.

### 3.4 **Protection for those Making Complaints or Assisting with an Investigation**

Employees who make complaints or who participate in good faith in any investigation conducted under this policy will be protected from any form of intimidation or victimisation as a result of their involvement.

## **UPS INTERNATIONAL EMPLOYEE PRIVACY NOTICE (5/2/2018)** **(Applies outside U.S.)**

### 1. **Introduction**

At UPS, we are mindful of our responsibilities when we handle the personal information of our current, former and potential employees, temporary staff, contractors, consultants and interns who perform services for UPS (collectively,

“you” or “Employee”). This Notice describes UPS’s practices regarding the collection, use, transfer, disclosure and other handling of your personal information where you are employed by a non-U.S. UPS entity. In this Notice, the term “Company” refers to the particular non-U.S. UPS entity that has hired you or engaged your services. This Privacy Notice may be updated from time to time to reflect changes in our personal information practices, and we will post a prominent notice on [www.upsers.com](http://www.upsers.com) to notify you of any significant changes.

## 2. Information We Collect, Use, Transfer and Disclose

The Company collects personal information about its Employees, such as their name and contact details. This personal information helps the Company to conduct its operations and manage its workforce.

### i. Voluntary Provision of Personal Information

Your decision to provide personal information to the Company is voluntary, except where personal information is:

- collected without your consent in accordance with the law;
- necessary in connection with your employment contract;
- required by law; or
- important to the performance of our business.

If you do not provide certain personal information, the Company may not be able to achieve some of the purposes outlined in this Notice.

The Company does not take disciplinary action against Employees merely for objecting to the processing of their personal information.

### ii. Sensitive Personal Information

UPS does not collect or otherwise process your sensitive personal information (which includes biometric data and information about your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, criminal records, criminal proceedings, or health or sex life), except where:

- the processing is required or permitted by law; or
- UPS has, in accordance with the law, obtained your explicit and tailored consent to process such data.

### iii. Personal Information Obtained from Third Parties

To the extent permitted by law, UPS may obtain personal information about you from third parties, such as former employers, educational institutions, public databases, social media platforms, recruitment companies, government agencies, and other employees (e.g., managers, supervisors, members of the HR Department). UPS may seek personal information about you from third parties in connection with:

- locating former employees and beneficiaries for purposes of administering UPS’s retirement, pension or other benefits;
- performance evaluations;
- references and background checks;
- internal investigations;
- other purposes that relate to your relationship with UPS; and
- other purposes permitted in accordance with the law.

### iv. Categories of Personal Information

The categories of personal information we collect, use, transfer and disclose may vary by country and the law. We process the below-mentioned data categories, which may include the following data elements:

- **Personal Details:** Name, employee identification number, work and home contact details (email, phone numbers, physical address), language(s) spoken, gender, age, date and place of birth, marital status, national identification and passport number, tax identification and social security or national insurance number, next of kin, disability status, information to verify identity (including mother’s maiden name), emergency contact information, photograph, employee number, information about spouses, dependents and beneficiaries.
- **Documentation Required under Immigration Laws:** Citizenship, passport data, details of residency or work permit.

- **Compensation, Benefits and Payroll:** Base salary, bonus, benefits, compensation type, pay grade, salary step within assigned grade, details on share options, share grants and other awards, currency, pay frequency, effective date of current compensation, salary reviews, driver's licence details, company car details and registration and driver numbers, including information relating to driver eligibility, banking and bank account details, working time records (including holiday and other absence records, leave status, hours worked and department standard hours), pay data and payment history, previous salaries, national insurance or other number, marital/civil partnership status, domestic partners and dependents.
- **Position:** Previous positions held, description of current position, job title, corporate status, management category, job code, job function(s) and sub-function(s), company name and code (legal employer entity), branch/unit/department, location, employment status and type, full-time/part-time, terms of employment, employment contract, work history, hire/re-hire and termination date(s) and reason, length of service, retirement eligibility, promotions and disciplinary records, employee-benefits related information, date of transfers, and reporting manager(s) and supervisors information.
- **Talent Management Information:** Details contained in letters of application and CV (previous employment background, education history (including institutions attended and performance), employment history such as date of hire, professional qualifications, language and other relevant skills, certification, certification expiration dates), information necessary to complete a background check, details on performance management ratings, development programs planned and attended, e-learning programmes, job performance, conduct and development information, willingness to relocate or driver's licence information.
- **Management Records:** Details of any shares of ordinary shares or directorships.
- **System and Application Access Data:** Information required to access company systems and applications such as System ID, LAN ID, email account, instant messaging account, mainframe ID, previous employee ID, previous manager employee ID, system passwords, branch, state, country code, previous company details, previous branch details, previous department details, information collected through automated means, and electronic content containing personal information produced by you using Company systems or accounts, including documents, emails and telephone conversations and voicemails, including information concerning use of and personal information transmitted through UPS Group information systems.
- **Workforce Management Information:** Information reported through UPS's reporting scheme, (such as the Helpline), information gathered through the use of UPS' Telematics system (such as data relating to a driver and delivery vehicle), information gathered in the course of any follow-up investigations, report of the investigations and outcomes of the reports; and CCTV / video surveillance footage and images.
- **Sensitive Information:** We may also collect certain types of sensitive personal information where required or permitted by local law or where we obtained your explicit and tailored consent, such as health/medical information, place of birth, trade union membership information, religion, and race or ethnicity. We collect this information for specific purposes, as described below.

#### v. Legal Bases and Processing Purposes

The legal bases and purposes for which we collect, use, transfer or disclose personal information include:

- **Performance of the Employment Contract We Have with You:** Managing and administration of work activities and personnel generally, including recruitment, appraisals, performance management, promotions and succession planning, rehiring, administering salary, and payment administration and reviews, wages and other awards such as shares options, shares grants and bonuses, healthcare, pensions and savings plans, training, leave, managing sickness leave, promotions, transfers, secondments, honoring other contractual benefits, employee recognition (gifts), providing employment references, loans, performing workforce and business analysis, planning and restructuring, performing employee surveys, performing background checks, development and, publication of and implementation of and compliance with company policies, administration of internal systems, providing access to facilities, managing disciplinary matters, grievances and terminations, reviewing employment decisions, making business travel arrangements, safeguarding and maintaining office equipment, facilities and other property, managing business expenses and reimbursements, planning and monitoring of training requirements and career development activities and skills, and creating and maintaining one or more internal employee directories.
- **Compliance with Our Legal Obligation as Your Employer:** Protecting the health and safety of employees and others and safeguarding and maintaining of IT infrastructure. This also includes complying with legal and other requirements, such as income tax and national insurance deductions, record-keeping and reporting obligations, physical access policies, conducting audits, management and resolution of health and safety matters, such as accident and insurance claims, compliance with government inspections and other requests from government or other public authorities, responding to legal process such as subpoenas, pursuing legal rights and remedies, defending litigation and managing any internal complaints or claims, conducting investigations, complying with internal policies and procedures and the reduction of environmental impact.
- **Facilitation of our Employment Relationship, Security of our Network and Other Legitimate Business Interests:** Facilitating communication with you, ensuring business continuity, providing references, operating and managing IT, implementation of the UPS helpline (telephone call reporting), analysing worldwide logistics network

operations to optimise delivery routes, lower costs, optimize service for customers, and otherwise improve internal systems, communications systems and facilities, managing product and service development, improving products and services, managing company assets, allocating company assets and human resources, strategic planning, project management, business continuity, compilation of audit trails (including records of changes you may make to customer accounts) and other reporting tools, maintaining records relating to business activities, budgeting, financial management and reporting, facilitating communication with you and your nominated contacts in an emergency, managing mergers, acquisitions, sales, re-organisations or disposals and integration with purchaser. With your consent where required by law, UPS may also monitor the use of Company information technology and communications systems and the information they contain, including traffic and usage data, for purposes that may include systems maintenance, security, compliance with legal requirements and implementation of internal policies and procedures.

The legal bases and purposes for which we collect, use, transfer or disclose personal sensitive information, subject to the law, include:

- **Performance of the Employment Contract We Have with You and Facilitation of Employment Administration:** We may also collect certain types of sensitive personal information for specific purposes, including the collection of health/medical information in order to accommodate a disability or illness and to provide benefits.
- **Compliance with Our Legal Obligations as Your Employer:** We may collect health and safety and accident information, including company car details and registration and driver numbers, in order to comply with health and safety law obligations and in order to make insurance claims; religion or church affiliation in countries such as Germany where required for statutory tax deductions; diversity-related personal information (such as gender, race or ethnicity) in order to comply with legal obligations and internal policies relating to diversity and anti-discrimination; information relating to driving bans and driving offences, to confirm driver eligibility.

Please be assured that we will only use such sensitive personal information for limited purposes and as provided by law, unless we have obtained your consent to use it in other ways.

### 3. **Transfer of Personal Information**

Due to the global nature of UPS operations, the Company may disclose your personal information to other entities within the UPS group to fulfill the purposes described in this Notice. This may include transferring personal information outside the EEA to locations in the U.S. and other countries that have different data protection laws than those in the country in which you are based and that may not have been granted an adequacy decision by the European Commission.

Access to, use of and other processing of personal information by UPS generally will be limited to individuals who have a need to know the information for the purposes described in this Notice, which may include your managers or others appointed by him or her, as well as personnel in HR, IT, Compliance, Legal, Finance and Accounting and Internal Audit. Most personnel within UPS will have access to your business contact information such as name, position, telephone number, work address, and email address.

From time to time, the Company may make personal information available to other entities within the UPS group (such as United Parcel Service General Services Co.) and to other parties, such as legal and regulatory authorities; accountants, auditors, lawyers and other outside professional advisors; and service providers (such as providers of payroll, pension scheme, insurance, medical benefits, human resources services, IT systems and support, and other third parties engaged to assist UPS in carrying out business activities) located wherever they operate, including in the USA. and other countries that have different data protection laws than those in the country in which you are based. For further information please contact us using the contact details in the “How to Contact Us” section. We do not allow third party service providers to use or disclose your personal information except as necessary to perform services on our behalf or to comply with legal requirements. We also may disclose personal information to third parties other than service providers: (i) if we are required to do so by law, regulation or legal process (such as a court order or subpoena); (ii) in response to requests by government agencies; or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity.

We may transfer your personal information in the event that we sell or transfer all or a portion of our business or assets (including in the event of a reorganisation, dissolution or liquidation). Some of these transfers may be to parties in countries outside of the country and region in which you work (thus including transfers outside the EEA). Where required to do so by law, the Company will obtain your consent prior to any such transfer.

Where we transfer your personal information to a location outside the country in which you work, we will do so in accordance with the Enterprise Data Transfer Agreement (as amended from time to time) or such other agreement as may be notified to you from time to time. For further information, and to consult the agreement mentioned above or contact us using the contact details in the “How to Contact Us” section.

#### 4. **Security**

We have in place appropriate legal, organisational, physical and technical measures to protect personal information consistent with applicable privacy and data sanctuary laws. As required by applicable law, when the Company retains a third-party service provider, that provider will be required to (i) use measures to protect the confidentiality and security of the personal information and (ii) process the personal information only as directed by UPS.

#### 5. **Data Integrity**

To the extent required by applicable law, we take reasonable steps to ensure that the personal information we process is reliable for its intended use, is accurate, up-to-date and complete, and is limited to the personal information required to carry out the purposes of the processing, as described in this Notice. Where appropriate, we may ask you to ensure that your personal information that we hold is accurate and up-to-date.

#### 6. **Data Retention**

We will retain your personal information only for as long as necessary to achieve the purposes outlined in this Notice, usually for the duration of any contractual relationship and for any period thereafter as legally required or permitted by law. This means that, in some cases, we may be required to retain your personal information for a period of time following termination of your relationship with the Company. Our retention policies reflect applicable statute of limitation periods and legal requirements.

#### 7. **Your Personal Information Rights**

Subject to applicable law, you have certain rights with respect to our processing of your personal information, which may include: (i) the right to access your personal information; (ii) the right to obtain correction of your personal information which is incomplete, inaccurate or outdated; (iii) the right to request the transmission to you of your personal information you have provided to us or to another company, (iv) the right to object to any uses or disclosures of your personal information, (v) the right to withdraw your consent in relation to our processing of your personal information based on your consent, (vi) the right to request deletion of your personal information and (vii) the right to request that we restrict processing of your personal information.

You may exercise these rights free of charge by contacting us as described below in the “How to Contact Us” section. However, we may charge a reasonable fee or refuse to act on a request if it is manifestly unfounded, excessive or otherwise unreasonable in particular because of its repetitive nature. In some situations, we may refuse to act or may impose limitations on your rights if, for instance, your request is likely to adversely affect the rights and freedoms of UPS or others, prejudice the execution or enforcement of the law, interfere with pending or future litigation, or infringe the law. In all cases, you have a right to file a complaint with a Data Protection Authority.

#### 8. **Your Obligations**

Please help keep your personal information up to date and inform us of any significant changes to your personal information. You must follow the law and both the Company’s and UPS’s policies, standards and procedures that are brought to your attention when handling any personal information about others to which you have access in the course of your relationship with the Company. In particular, you must not access or use any such personal information for any purpose other than in connection with, and to the extent necessary for, your work with the Company. Your obligation to keep the personal information of others confidential continues after termination of your relationship with the Company.

#### 9. **How to Contact Us**

If you have any questions or comments about this Privacy Notice, or if you would like us to update information we have about you or your preferences, please contact UPS’s Global Privacy Office at [globalprivacy@ups.com](mailto:globalprivacy@ups.com).

The relevant data controller for your personal information is the Company, i.e. the UPS entity that has hired you or engaged your services. You may identify the Company by consulting this list found in UPS’s Privacy Notice which is available on [UPS.com](https://www.ups.com).

This Notice was last updated on February 5, 2018.

### **SOCIAL MEDIA GUIDELINES (2/2018)**

Social media guidelines provide direction for employees who post content on the Internet either as part of their job or as a private person. The goal of these guidelines is to set expectations for appropriate behaviour and ensure that our employees’ posts will not expose either the employee or UPS to legal problems or public embarrassment. These guidelines address when an employee should identify himself/herself as a representative of the company on a social networking website, as well as what types of information can be shared.

## WHAT IS SOCIAL MEDIA?

Social media is a form of electronic communication through which users create online communities to share information, ideas, personal messages and other content such as videos. Social media includes many platforms:

- **Blogs, Microblogs**  
e.g. Tumblr, Twitter
- **Global social media platforms**  
e.g. RenRen, Weibo, Xing
- **Online chat rooms**
- **Online comment boards & review sites**  
e.g. Yelp
- **Online forums**
- **Photo and video sharing sites**  
e.g. Flickr, YouTube, Instagram
- **Social networking sites**  
e.g. Facebook, LinkedIn, Xing
- **Wikis**  
e.g. Wikipedia

## LET THIS BE YOUR GUIDE

Empowering people to use social media is fundamentally positive. But it can have unforeseen and unintended consequences as well. The objective of these guidelines is to help UPS employees get the most out of social media while avoiding the pitfalls that can result in a less than enjoyable social media experience.

These guidelines apply to your personal and professional social media activities, whether during work-hours or at home. Regardless of your location, people may associate you as being part of UPS. These points will help you navigate this space confidently and in a way that is mutually beneficial to you and UPS.

## USE OF SOCIAL MEDIA PLATFORMS AT UPS

Social media is growing exponentially and its value to business is becoming clearer too. It can help employees connect and collaborate, enable better recruiting and talent management, inform product design and service delivery, fuel innovation – even protect a brand and drive loyalty. Social media has also grown to become an important tool on a personal level and can be used for different reasons:

- Create Customer Value
- Drive Business Growth
- Build and Protect Brand Reputation
- As a Networking Tool
- To Aid Communication
- To Participate in Stimulating Conversation
- Share Interactions and Experiences

**Use these 5 principles to guide your approach to online behaviour: Respect Our Brand; Respect the Audience; Follow the Law, Follow the Code; Think before You Post; Add Value and Have Fun.**

### 1. RESPECT OUR BRAND

#### **You are a UPS Employee**

This means that people may view you as representing the company. You may be held responsible for the content you publish online, whether in a blog, on a social media site or any other forum for user-generated media, to the extent that your content violates these Social Media Guidelines or other UPS policies.

#### **UPS provides an ‘Open Door’ Policy for Employee Concerns**

We invite UPS employees to discuss matters of concern with their management team. Both the UPS Open Door Policy and the UPS Help Line are resources that offer prompt review of employee problems. Publicising your concerns through social media is not always the most effective manner to get issues resolved. Nevertheless, if you chose to do so, avoid using statements, photographs, video or audio that could be viewed as vulgar, obscene, threatening or intimidating; that disparages UPS customers; that could constitute unlawful harassment or discrimination; or that violate other UPS policies. Examples of such conduct might include posts containing threats of property damage or violence, racial slurs, sexual innuendos, profanity towards customers or comments that could contribute to an unlawful, hostile work environment.

**If Social Media is Part of Your Job at UPS**

Employees whose official job responsibilities include that they listen or post content on social sites on behalf of UPS may engage in social media on company-owned devices or network provided such use does not violate local UPS policy. This job responsibility must be approved and confirmed by an employee's immediate manager and followed by a request for social media access to the social media team prior to activation by Information Security. Social media accounts, including Twitter handles created for UPS business, belong to UPS. As a result, UPS owns the profile, access information, content and followers of any social media accounts created on behalf of the company.

**2. RESPECT THE AUDIENCE****Social Media is a Large Online Conversation**

With that in mind, respect your audience, and show proper consideration for others' privacy.

**Be the First to Respond to your own Mistakes**

If you make an error, be up front about your mistake and correct it quickly. In a blog, if you choose to modify an earlier post, make it clear that you have done so.

**Be Yourself and Take Ownership**

Social media is all about authentic conversations online, so presenting an authentic persona is key. In your social media dealings, do not represent in any way that you are speaking on the company's behalf without prior written authorisation to do so.

**3. FOLLOW THE LAW, FOLLOW THE CODE****Be Fair and Don't Steal**

Respect copyright, fair use and financial disclosure laws. Always acknowledge your sources of information. Information you share should be your own or legally available to be republished.

**Keep Confidential Information to Yourself**

Certain aspects of our business and financial performance are confidential. Do not discuss UPS trade secrets or proprietary information (e.g., competitive business, financial and marketing strategies) on open platforms without prior approval of UPS management. You should also avoid publishing trade secrets or proprietary information belonging to a UPS customer, as well as anything that could embarrass or damage a UPS customer. See 'Safeguard Confidential Information of our Business Partners' in the UPS Policy Book.

**The UPS Policy Book, UPS Code of Business Conduct, the Information Security and Privacy (ISP) Manual (available to view via [www.upsers.com](http://www.upsers.com) on the Corporate Compliance & Ethics webpage), and laws provide the Foundation for UPS's Policies and Guidelines for Social Media Activity**

The same principles and guidelines that apply to UPSers' activities in general, as found in the Policy Book, Code of Business Conduct and ISP Manual also apply to UPSers' activities online. This includes forms of online publishing and discussion including blogs, wikis, file sharing, user-generated video and audio, virtual worlds and social networks.

UPS fully respects the legal rights of our employees in all countries in which we operate. In general, what you do on your own time is your affair. However, activities in or outside work that affect your UPS job performance, the performance of others or UPS's business interests are a proper focus for company policy. Activities that violate the standards outlined in these guidelines, the Policy Book, Code of Business Conduct or ISP Manual can lead to disciplinary action, including job termination. You have a right to post your opinion whether positive or negative; however comments that are maliciously false; disparage UPS customers; violate other UPS policies; or comments that are vulgar, obscene, threatening, intimidating or harassing (as discussed in Section 1, above), may be grounds for discipline or termination.

**4. THINK BEFORE YOU POST****Be Thoughtful About How You Present Yourself in Online Social Media**

The lines between public and private, personal and professional are blurred in online social networks. It is likely that you are connected to other employees, customers and vendors. This professional community reflects a diverse set of customs, values and points of view. Be yourself, but do so respectfully.

**Search Sees it All**

All content shows up in search engines today and what you publish will be public for a long time – so think before you post / tweet / blog because it will be with you moving forward.

**Use Your Best Judgement**

Remember there may be consequences to what you publish. If you're about to publish something that makes

you even the slightest bit uncomfortable, review the suggestions above and think about why that is. If you're still unsure, and it is related to UPS business, discuss it with your manager. Ultimately, you have sole responsibility for what you post on your blog or publish in any form of online social media.

5. **ADD VALUE AND HAVE FUN**

**Add Value**

Provide worthwhile information and perspective. As a UPSer, what you publish reflects on UPS's brand. Add relevancy and thoughts in line with your expertise and the work you do every day.

**Share Relevant Information**

We are all brand ambassadors in social media when commenting on the company we work for. Indeed, UPS's brand is best represented by its people. You are encouraged to share information from UPS's official social channels.

## **ROAD TRANSPORT WORKING TIME POLICY\* (2/2018)**

The purpose of this policy is to outline the key provisions of the Road Transport (Working Time) Regulations 2005 (the "Regulations").

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

## 1 WHO IS AFFECTED BY THE REGULATIONS?

The Regulations apply to:

- drivers subject to tachograph rules on 11 or more occasions in a reference period that is shorter than 26 weeks OR 16 or more occasions in a reference period that is 26 weeks or longer; and
- non-driving vehicle crew and travelling staff who operate on vehicles subject to tachograph rules on 11 or more occasions in a reference period that is shorter than 26 weeks OR 16 or more occasions in a reference period that is 26 weeks or longer.

It is not possible to individually 'opt-out' of any of the rules.

## 2 THE MAIN PROVISIONS OF THE REGULATIONS, COLLECTIVE AND WORKFORCE AGREEMENTS

The main provisions of the Regulations are:

- a maximum average 48 hour working week – this is typically calculated over a fixed 17 or 18 week reference period to begin on the nearest Monday morning on or after 1 April, 1 August and 1 December each year.
- a maximum of 60 hours' working time in any one week (providing the average 48 hour limit is maintained) – the working week starts at 00.00 hours each Monday and finishes at 23.59 hours on Sunday.
- a maximum limit of 10 hours in any 24 hour period for night workers - a night worker is someone who works for any time between 00.00 hours and 04.00 hours.
- breaks from work – a 30 minute break is required if total working time is between 6 and 9 hours, or 45 minutes if total working time is over 9 hours. Breaks must interrupt working time – in other words, they may not be taken at the beginning or end of a shift – and each break must last at least 15 minutes.

Reference periods and night work limits may be varied from time to time as a result of workforce or collective agreements. Employees who are in scope of the Regulations should refer to line management and company notice boards for further information on any such agreements.

## 3 DEFINITION OF WORKING TIME

3.1 Working time is not the same as attendance, spread-over or shift time. Working time **includes** all road transport activities, such as:

Driving; loading and unloading; vehicle cleaning and maintenance; work to ensure the safety of the vehicle and its cargo, including daily defect checks; waiting time that cannot be classed as a period of availability (see below); any other work linked to legal or regulatory obligations including administrative duties; overtime; job-related training associated with normal work and training that is part of the company's commercial transport operation; and working time for another employer.

3.2 Working time **does not include**:

Breaks during a shift; periods of availability (see below); daily or weekly rest; voluntary work; optional evening classes or day-release courses; and routine travel between home and normal place of work.

## 4 PERIODS OF AVAILABILITY

The following conditions apply to a period of availability:

- (a) You are available for work, but not required to undertake any work.
- (b) You are not 'required' to stay at your workstation (e.g. goods vehicle) but you may choose to remain in the vehicle – as long as you have the freedom to leave the vehicle, it can still count as a period of availability. Also, if you must remain with the vehicle because of safety or security reasons, this would not in itself disqualify the time as being a period of availability.
- (c) The period and its expected duration must be known in advance. For example, if you typically expect to be delayed for a specific period of time at a customer's premises, this will qualify as being known in advance.

As long as the conditions stated above are met, examples of periods of availability can include:

- accompanying a vehicle being transported by boat or train;
- waiting at national borders;

- delays due to traffic prohibitions where vehicles are banned from city centres during specified hours and the driver has to park and wait;
- time waiting for someone else to load or unload the vehicle – as long as you are not required to be in attendance;
- delays at a customer's premises;
- staying with a broken-down vehicle at the roadside, waiting for repairs or recovery;
- time spent waiting to undertake work after you have reported for work; and
- time spent travelling in the vehicle to be available for driving (while double manning) or work.

## 5 HOLIDAY AND ABSENCE

Holiday may be treated as zero rated for the purposes of calculating average working time apart from 4 weeks of statutory annual leave for which the notional figures below will be used. These notional figures will also be used for the purposes of calculating average working time for time absent from work through sickness, or for maternity, adoption, shared parental, paternity or parental leave.

The notional figures are 8 hours per day and 48 hours per week.

## 6 WHAT HAPPENS IN EMERGENCIES?

Provided that road safety is not jeopardised, and to enable you to reach a safe stopping place, you may depart from the rules – but only to the extent necessary to ensure the safety of persons, the vehicle or its load. An emergency only applies in cases where it unexpectedly becomes impossible to comply with the working time rules and you must record all reasons for exceeding the limits.

## 7 RECORDKEEPING

Working time will be monitored using appropriate company records.

## 8 COMPANY AND EMPLOYEE OBLIGATIONS

The regulations require the **Company** to:

- take all reasonable steps to ensure the limits and rules are being complied with;
- notify you of the provisions of the regulations and the provisions of any relevant workforce or collective agreement;
- request from you details in writing of any time worked by you for another employer, and include that time in working time calculations;
- keep adequate working time records for two years;
- provide on request a copy of your working time records; and
- provide on request working time records and any other necessary documents to enforcement officers.

The regulations require the **Employee** to:

- inform the Company in writing of all working time undertaken for any other employer.

\* = The Road Transport (Working Time) Regulations 2005 (the “Regulations”) have no jurisdiction in Jersey and therefore this policy does not apply to employees of United Parcel Service Jersey Limited.

## **TIME OFF FOR DEPENDANTS' LEAVE POLICY AND PROCEDURE (2/2018)**

This policy and procedure provides information on the right to take a reasonable period of time off work to deal with a genuine emergency involving a dependant. The right to time off described in this document applies to employees from day one of starting employment.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

## **1 WHAT IS A DEPENDANT?**

A dependant is a spouse, civil partner, child or parent of the employee, or someone who lives with the employee as part of their family. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper.

In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

## **2 EXAMPLES OF DEPENDANTS' LEAVE**

This right to leave enables employees to deal with an unexpected or sudden problem and make any necessary longer term arrangements, for example:

- if a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- when a partner is expecting a baby;
- to make longer term care arrangements for a dependant who is ill or injured;
- to deal with the death of a dependant; for example, to make funeral arrangements or to attend a funeral;
- to deal with an unexpected disruption or breakdown in care arrangements for a dependant; for example, when the childminder or nurse fails to turn up;
- to deal with an incident involving the employee's child during school hours; for example, if the child has been involved in a fight or is being suspended from school.

## **3 LENGTH OF TIME OFF**

There is not a set limit to the amount of time off which can be taken. However, in most cases, the amount of leave will be one or two days at the most, but this will depend on individual circumstances, although an employee may be able to take a longer period of leave under other arrangements with the Company.

For example, if a child falls ill, the leave should be enough to help the employee cope with the crisis - to deal with the immediate care of the child, visiting the doctor if necessary, and to make longer term care arrangements. It does not mean that the employee may take two weeks' leave to look after a sick child.

This right is intended to cover unforeseen matters. If employees know in advance that they are going to need time off, they may be able to arrange to take this time as part of their annual leave entitlement. Alternatively, if the purpose of the leave relates to the care of their child they may be entitled to take parental leave.

## **4 NOTIFICATION REQUIREMENTS**

Employees should notify their manager or supervisor as soon as is reasonably practicable, the reason for their absence and how long they expect to be away from work.

## **5 PAYMENT DURING LEAVE**

Dependants' leave shall be unpaid.

## **6 DISCIPLINARY ACTION**

Any employee who behaves dishonestly in any respect of the Time Off for Dependants Leave Policy will be subject to the Company's Disciplinary Procedure.

## **7 PROTECTION FROM DETRIMENT AND DISMISSAL**

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

## **PARENTAL LEAVE POLICY AND PROCEDURE (7/2018)**

This policy provides information on the procedural requirements associated with exercising the right to take parental leave. Both mothers and fathers, whether they are birth or adoptive parents, can qualify for parental leave.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 14 below for the appendix references).

### **1 ELIGIBILITY CRITERIA FOR ENTITLEMENT TO PARENTAL LEAVE**

Parental leave entitlement applies to employees provided:

- (a) they have, or expect to have, parental responsibility for a child born or adopted and they have been continuously employed by the company for at least one year;
- (b) the purpose of the leave is to spend time with or otherwise care for the child;
- (c) evidence of entitlement is provided for inspection (see section 5); and
- (d) notice has been given, in accordance with requirements outlined below.

Employees have responsibility for a child if they:

- (a) are the child's biological mother or father (whether or not they are living with the child);
- (b) are the child's adoptive parent; or
- (c) otherwise have legal parental responsibility for the child, for example, if they are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.

### **2 CARING FOR A CHILD**

The purpose of parental leave is to care for a child which can include making arrangements for the good of a child. This does not necessarily mean being with the child 24 hours a day. The leave might be taken simply to enable the parents to spend more time with young children.

Examples of the way leave might be used:

- to accompany a child during a stay in hospital;
- look at new schools;
- settling a child into new childcare arrangements.

### **3 LENGTH OF PARENTAL LEAVE**

An employee is entitled to a total of 18 weeks' unpaid leave for each child. Leave must be taken in blocks of one week up to a maximum of four weeks' leave each year. However, if the child is disabled, leave can be taken as single or multiple days. For the purposes of this policy, a disabled child means a child who is entitled to disability living allowance, armed forces independence allowance or personal independence payment.

One week's parental leave is equal to the length of time that an employee is normally required to work in a week. This means that a week's leave for an employee who usually works from Monday to Friday is equal to five days, while for an employee who works Mondays and Tuesdays only, a week's leave is equal to two days.

Employees can take parental leave up until the child's 18th birthday.

Employees are able to start taking leave as soon as the child is born or placed for adoption, provided they have completed the required one year's qualifying service.

Any parental leave taken while working for another employer counts towards the 18 week entitlement. If an employee has taken parental leave during previous or concurrent employment, they should provide details to Human Resources.

### **4 NOTIFICATION REQUIREMENTS**

It is requested that employees submit requests for parental leave on the Parental Leave Request Form. This form asks the employee to specify the reason for leave and the dates on which the period of leave is to begin and end.

The employee must give the Company a minimum of 21 days' notice to take parental leave.

Where an employee wishes to take parental leave immediately after the birth of a child, the employee needs to give 21 days' notice before the beginning of the expected week of childbirth (expectant mothers will be able to provide this information to their partners).

Where parental leave is required immediately after the placement of a child for adoption the employee needs to give 21 days' notice of the expected week of placement or as soon as is reasonably practicable.

Provided that the employee has given the notice set out above, parental leave will start on the day on which the child is born, regardless of whether the child is born early or late, or the day on which the child is placed for adoption.

## **5 EVIDENCE OF ENTITLEMENT**

Before an employee takes a period of parental leave under this policy, we may ask to see evidence of:

- (a) the employee's responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order; and
- (b) the child's date of birth or date of adoption placement.

For details of what evidence is required in the employee's particular circumstances, or if the employee has difficulties obtaining the evidence, they should contact Human Resources.

Evidence should be attached to the Parental Leave Request Form.

## **6 PARENTAL LEAVE POSTPONEMENT**

The Company may postpone a period of parental leave if the business would be substantially disrupted by the employee's absence during the requested period, for example, where:

- (a) the employee wishes to take parental leave during a peak period;
- (b) a number of employees wish to take leave at the same time;
- (c) the employee's work at that time is of importance to a time-critical project; or
- (d) cover for the employee's work cannot be found before the date on which the employee's parental leave is due to start.

However, leave cannot be postponed if the employee gives notice to take it immediately after the birth or adoption of a child or if it means that an employee would no longer qualify for parental leave (e.g. postponing it until after the child's 18<sup>th</sup> birthday).

Where the Company postpones the request for parental leave:

- a) an alternative period of leave will be arranged, which:
  - i) is the same length as the period identified in the employee's original request; and
  - ii) begins no later than six months after the start date of the leave originally requested.
- b) written notice of the postponement will be given by the Company, which:
  - i) states the reasons for it; and
  - ii) specifies the dates (after consultation with employee) the alternative period of leave will begin and end.

The Company will ensure the employee is notified of the need for postponement of the parental leave within 7 days of receiving the employee's request. In such cases, a Parental Leave Postponement Form is completed.

## **7 APPLICATION OF TERMS AND CONDITIONS OF EMPLOYMENT**

Parental leave under this policy is unpaid. The employee's contractual provisions relating to pay and benefits are suspended during parental leave.

An employee on parental leave is entitled to benefit from:

- the Company's implied obligation of trust and confidence;
- terms and conditions relating to notice of termination; and
- disciplinary and grievance procedures.

An employee on parental leave is bound by:

- the obligation of good faith towards the Company;
- terms and conditions relating to notice of termination; and
- contractual restrictions on the disclosure of confidential information.

## **8 HOLIDAY ACCRUAL**

The employee continues to accrue annual holiday entitlement during parental leave. An employee isn't entitled to take annual leave during parental leave. However, it may be possible to take a period of annual leave immediately before or after parental leave, subject to line management approval.

## 9 PENSIONS

For information on pension or healthcare, please contact Human Resources.

## 10 RIGHT TO RETURN TO WORK

An employee who takes parental leave of 4 weeks or less in duration is entitled to return to the same job.

When parental leave lasts 4 weeks or less and follows ordinary maternity leave, ordinary adoption leave or shared parental leave (SPL), provided the SPL, when combined with any other period of relevant statutory leave in relation to the same child is 26 weeks or less, the employee is entitled to return to the same job.

If parental leave follows additional maternity, additional adoption leave or SPL, where the SPL when combined with any other period of relevant statutory leave in relation to the same child, is 26 weeks or more, or is for a longer period than 4 weeks, the employee is entitled to return to the same job, or if that is not reasonably practicable, a similar job which has the same status and terms and conditions as the old job. In such cases, advice must be sought from Human Resources.

## 11 REQUEST TO RETURN UNDER FLEXIBLE WORKING ARRANGEMENT

If an employee would like to return to work on a changed working pattern (such as working part-time) after Parental Leave, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.

## 12 PROTECTION FROM DETRIMENT AND DISMISSAL

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

## 13 DISCIPLINARY ACTION

Any employee who takes parental leave for purposes other than spending time with or otherwise caring for their child will be subject to the Company's Disciplinary Procedure.

## 14 FORMS – APPENDIX REFERENCES IN PARENTAL LEAVE POLICY AND PROCEDURE

- (a) Parental Leave Request Form – Appendix 1
- (b) Parental Leave Postponement Form – Appendix 2

## **FLEXIBLE WORKING POLICY AND PROCEDURE (7/2018)**

This policy and procedure provides information on the statutory right to request to work flexibly. It also provides information on the procedural requirements associated with exercising this right. The statutory right given to employees does not provide an *automatic right* to work flexibly. Although careful consideration will be given to applications, it may not be viable for the Company to accommodate the employee's desired work pattern.

Once a new working pattern is agreed it will, subject to any trial period, result in a variation of the employee's terms and conditions of employment.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

All forms referred to in this policy and procedure are available from Human Resources (see Section 11 below for the appendix references).

### **1 ELIGIBILITY CRITERIA TO REQUEST FLEXIBLE WORKING**

In order to make an application to work flexibly, the employee must meet each of the following criteria:

- (a) be an employee of the Company;
- (b) have 26 weeks' continuous service at the date of application; and
- (c) not have made another application to work flexibly under the right during the last 12 months.

### **2 WHAT KIND OF CHANGES CAN BE APPLIED FOR?**

Eligible employees are able to request a variation in their terms and conditions of employment if the change relates to:

- (a) a change to the hours they work (e.g. number of hours);
- (b) a change to the times when they are required to work (e.g. start and finish); or
- (c) where they are required to work i.e. home, the workplace (whether for all or part of the week).

### **3 MAKING AN APPLICATION TO REQUEST FLEXIBLE WORKING**

An employee interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.

An application under the right must:-

- Be in writing and dated (whether on paper, email or fax);
- State the application is being made under the statutory right to request a flexible working pattern;
- State the reason for the employee's request;
- Explain what effect, if any, the employee thinks the proposed change would have on the Company, their colleagues and on service delivery and how, in their opinion, any potential negative effects might be dealt with;
- Specify the current working pattern and the desired flexible working pattern applied for, including working days, hours and start and finish times;
- State the date on which it is proposed the change should become effective (this will normally be at least 3 months from the date of the request); and
- State whether a previous application has been made to the Company and, if so, when it was made.

Employees can provide the above information by completing the Flexible Working Application Form (Form A).

### **4 THE PROCEDURE**

1. **The employee should send their request to their line manager.** Upon receipt of an application requesting flexible working, management will acknowledge receipt of the request by completing the confirmation slip on Form A. This allows the Company to confirm the date on which the application is made. Management will contact Human Resources to confirm the employee's eligibility.

2. If eligibility is confirmed, **a meeting to discuss the request will usually be arranged with the employee as soon as possible after the manager receives the request.** Human Resources will be present at this meeting.
3. In some cases, it may be possible to approve the request without a formal meeting, although it will usually be helpful for management to discuss the request with the employee to ensure it is the best solution.
4. The employee will be advised of their **right to be accompanied by a work colleague at any meeting under this procedure.** The work colleague can address meetings or confer with the employee but is not allowed to answer questions on the employee's behalf.
5. The initial meeting will provide management and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. The employee will be able to explain how the arrangements will accommodate their needs and discuss the impact the proposed working arrangements will have on their work and that of their colleagues. The meeting will also provide an opportunity to consider other working patterns should there be problems accommodating the desired work pattern outlined in the employee's application.
6. **Following the meeting,** Human Resources will write to the employee giving **notice of the decision** on the application.

If a request is accepted, a Flexible Working Application Acceptance Form (Form B) will be completed providing a description of the new working pattern and stating the date from which the new working pattern is to take effect. If a trial period is to take place, the employee will be sent a letter in the form of the Trial Period Letter, which includes the date of the meeting to review the trial and discuss whether the change of work will be mutually agreeable. Once the new working pattern is agreed as a permanent change, then a written statement of changes to the employee's terms and conditions will be issued.

If a request is not accepted, a Flexible Working Application Rejection Form (Form C) will be issued, setting out clear business ground(s) for not accepting the application and providing sufficient explanation as to why the business ground(s) for refusal apply in the circumstances (see section 5 below). Form C will also set out the appeal procedure allowing the employee to **appeal against the decision within 14 days of notification of the company's decision.** Appeals must be made in writing to the individual who rejected the original request with a copy sent to Human Resources on a Flexible Working Appeal Form (Form D).

7. In the event that an appeal is made by the employee, an **appeal hearing will be set up as soon as possible on receipt of the notice of appeal and will be held by an appropriate member of management in conjunction with Human Resources.** Again, the employee will be advised of their right to be accompanied by a work colleague or trade union representative. Where possible, the appeal will be conducted by a manager who has not been previously involved in considering the employee's request.

There is no need to hold an appeal meeting where the manager upholds the appeal and notifies the employee of his decision in writing on the Flexible Working Appeal Reply Form (Form E).

8. If an appeal meeting has taken place, Human Resources will give the employee **notice of the appeal decision as soon as possible.**
9. Where the appeal is upheld, Form E must include a description of the new working pattern, and if a trial period is to take place the employee will be sent a letter in the form of the Trial Period Letter, which includes the date of the meeting to review the trial and discuss whether the change of work will be mutually agreeable. HRIS will need to be updated. Once the new working pattern is agreed as a permanent change then a written statement of changes to the employee's terms and conditions will be issued.
10. Where the appeal is dismissed, the notice to the employee will state the grounds for the final decision. Form E will respond to the employee's own grounds for making the appeal and will not be a re-hearing of the original decision. There will also be an explanation as to why the grounds for refusal apply in the circumstances.

For a summary of the right to request flexible working, please see the flowchart at Section 12 of this policy and procedure.

## 5 GROUNDS UPON WHICH A REQUEST CAN BE REJECTED

A manager may refuse an employee's flexible working request where it is considered that one or more of the following grounds applies:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Lack of work during the periods the employee proposes to work
- Planned structural changes

In the event that an employee's application for flexible working is dismissed, Human Resources will need to give a detailed and sufficient explanation to the employee of why the ground(s) applies to the business and why it results in the refusal of the application. This level of explanation will also apply where an appeal is dismissed.

## **6 MULTIPLE REQUESTS**

In the event of multiple employees requesting flexible working, the Company will ordinarily consider the requests in the order in which they were received. The requests will be judged on their own merits in the context of the needs of the business.

## **7 TIMING**

Any request for flexible working made under this Policy (including any appeal) will be considered and a decision will be made within a period of 3 months from first receipt of the employee's written application, unless this time limit is extended by agreement with the employee on a Flexible Working Extension of Time Limit Form (Form F). If a trial period is proposed then the parties will need to agree an extension of the decision period to take into account the trial.

## **8 WITHDRAWAL OF APPLICATION**

The company will treat an application for flexible working as withdrawn where the employee has:

- indicated, either orally or in writing, that they are withdrawing their application;
- failed to attend a meeting to discuss the application or the appeal meeting more than once without a reasonable explanation (i.e. fails to attend 2 meetings), or
- unreasonably refused to provide the company with information required to assess whether the contract variation should be agreed.

Where the employee has not confirmed in writing that the application is being withdrawn, the employee's manager/Human Resources will contact the employee to confirm his intentions. Management/Human Resources will confirm the withdrawal in writing.

Employees who are requesting flexible working should note that if they withdraw an application to work flexibly they will not be eligible to make another application for 12 months from the date their application was made.

## **9 INFORMAL PROCEDURE**

If the employee wishes to make an informal request for flexible working (either because the employee wants to make a temporary change to how they work or because the employee is not eligible to make a formal request) the employee should make a request to their line manager who will consider it according to the business and operational requirements. It will help the line manager to consider the employee's request if the employee:

- a) makes their request in writing and confirms whether they wish any change to their current working pattern to be temporary or permanent;
- b) provides as much information as the employee can about their current and desired working pattern, including working days, hours, start and finish times and the date from which the employee wants their desired working pattern to start; and
- c) thinks about what effect the changes to the employee's working pattern will have on the work that the employee does and on their colleagues, as well as on the Company's service delivery and that of the employee's team or department. If the employee has any suggestions about dealing with any potentially negative effects, they should include these in the written application.

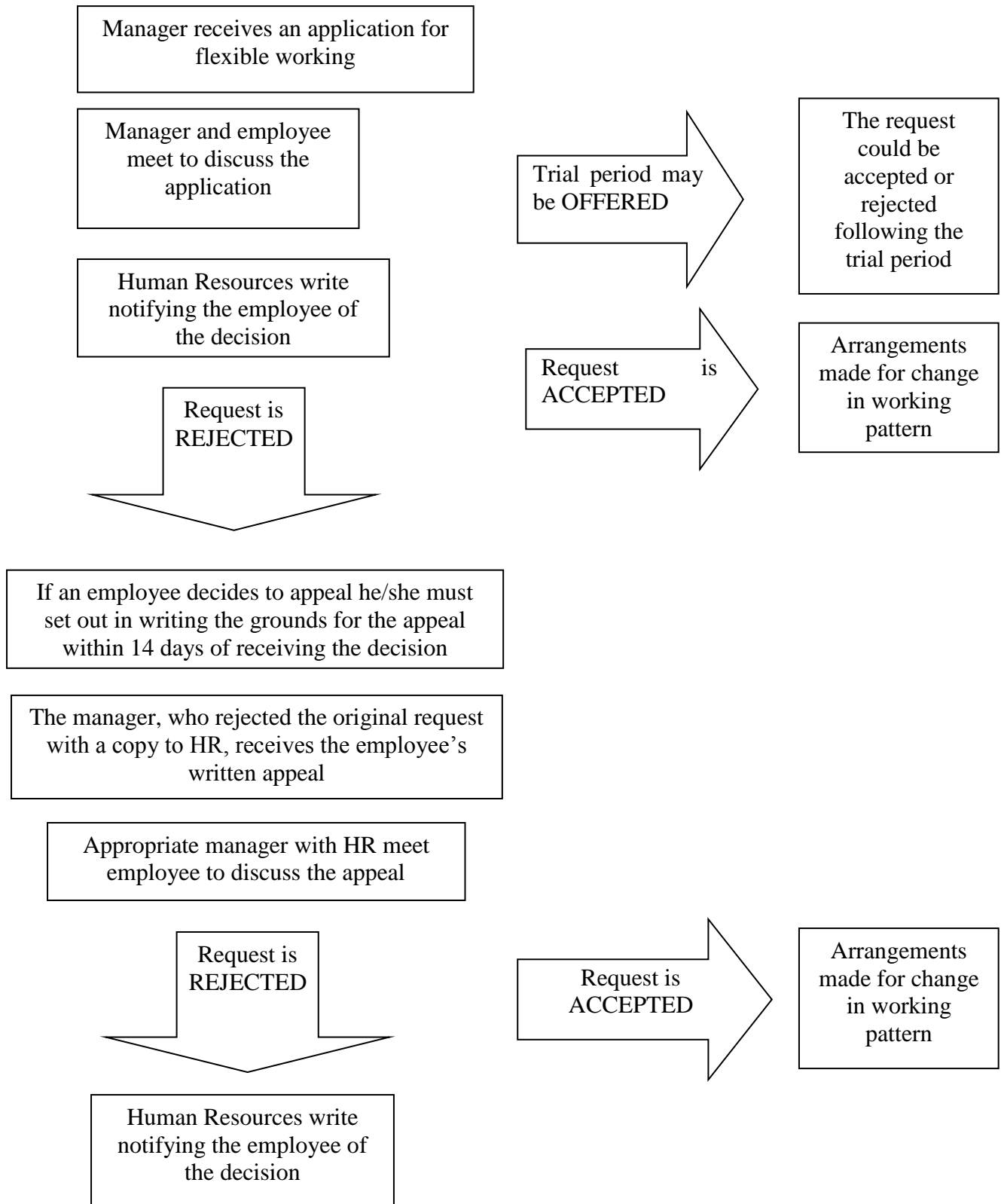
The employee's manager will advise the employee what steps will be taken to consider their request, which may include inviting the employee to attend a meeting, before advising the employee of the outcome of their request.

## **10 PROTECTION FROM DETRIMENT AND DISMISSAL**

Employees are protected from suffering a detriment or dismissal for exercising their right to request flexible working.

## **11 FORMS – APPENDIX REFERENCES IN FLEXIBLE WORKING POLICY AND PROCEDURE**

- (a) Flexible Working Application Form (Form A) – Appendix 1
- (b) Flexible Working Application Acceptance Form (Form B) – Appendix 2
- (c) Flexible Working Application Rejection Form (Form C) – Appendix 3
- (d) Flexible Working Appeal Form (Form D) – Appendix 4
- (e) Flexible Working Appeal Reply Form (Form E) – Appendix 5
- (f) Flexible Working Extension of Time Limit Form (Form F) – Appendix 6



## **PATERNITY LEAVE & PAY (BIRTH & ADOPTION)**

### **POLICY & PROCEDURE (7/2018)**

This policy sets out employees' rights relating to paternity leave and pay which are available to eligible employees whose partners give birth to or adopt a child. It also provides information on procedural requirements associated with exercising those rights.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 13 below for the appendix references).

#### **1 WHAT ARE PATERNITY RIGHTS?**

The rights to paternity leave and Statutory Paternity Pay (SPP) allow eligible employees to take paid leave to care for a new baby/newly adopted child and/or to support the mother/primary adopter following birth/placement for adoption.

Please note that from 5 April 2015, Additional Paternity Leave is no longer available and has been replaced by a new system of shared parental leave, for which employees should refer to the Company's Shared Parental Leave Policy. For this reason, there is no longer a need for distinction between "Ordinary Paternity Leave" and "Additional Paternity Leave" and therefore this policy will simply refer to "Paternity Leave".

It is possible to take up to 2 weeks' paternity leave which can be taken as either one week or two consecutive weeks but not as individual days.

#### **2 ELIGIBILITY CRITERIA FOR PATERNITY LEAVE AND PAY**

##### **2.1 Paternity Leave**

In order to qualify for paternity leave, the employee must be either:

- the biological father of the child and have or expect to have some responsibility for the child's upbringing; or
- the mother's/primary adopter's husband or civil partner/partner and expect to have main responsibility (with the child's mother or co-adopter) for the child's upbringing.

A partner is someone living with the mother of the baby in an enduring family relationship but is not an immediate relative. A partner may include a female partner in a same sex couple.

Further, the employee must:

- have been continuously employed by the Company for 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth or the week of having been notified of being matched with the child i.e. 'qualifying week';
- continue to be employed by the Company from the 'qualifying week' up until the birth/child's placement;
- be taking the time off either to support the mother/primary adopter or to care for the child; and
- not have already taken shared parental leave in respect of the same child.

##### **2.2 Paternity Pay**

In this section, "**Relevant Period**" means the eight-week period ending with the Qualifying Week which is the 15<sup>th</sup> week before the Expected Week of Childbirth or the week in which the employee or their partner were notified of being matched with a child for adoption.

In order to qualify for Statutory Paternity Pay (SPP), in addition to the above eligibility criteria for leave, the employee must have average weekly earnings above the Lower Earnings Limit set by the government during the Relevant Period.

If the employee leaves the Company for any reason before the birth/adoption, there will be no entitlement to paternity leave or pay. However, if the employee's contract ends after the birth/adoption, he/she is still entitled to SPP provided he/she is not working for another employer.

Note that if the baby is born earlier than the 14<sup>th</sup> week before it is due and, but for the birth occurring early, the employee would have been employed continuously for 26 weeks, the employee will be deemed to have the necessary length of service.

#### **3 WHEN MUST PATERNITY LEAVE BE TAKEN?**

Paternity leave can start on any day of the week on or following the child's birth/placement as long as the employee has given the required notice (see point 4 below). It must be completed:

- within 56 days of the actual date of birth/placement of the child; or
- if the child is born earlier than expected, within 56 days of the first day of the Expected Week of Childbirth.

If an employee specifies the date of the baby's birth to start leave and is at work on that day, leave will begin on the next day.

Paternity leave must be taken as a period of either one week or two consecutive weeks, but cannot be taken in instalments.

#### 4 NOTIFICATION REQUIREMENTS FOR TAKING PATERNITY LEAVE AND PAY

To take paternity leave, an employee must give the Company written notice by the end of the 15<sup>th</sup> week before the Expected Week of Childbirth or no more than seven days after the employee and/or their Partner were notified of having been matched with the child, or as soon as the employee reasonably can, stating:

- the Expected Week of Childbirth or the Expected Placement Date;
- the date on which the employee would like their leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and
- whether the employee intends to take one week or two weeks' leave.

If an employee wishes to take a period of parental leave immediately after a period of paternity leave, it would be helpful if they could give notice of that intention at least 21 days before the start of the Expected Week of Childbirth or Expected Placement Date. If this is not possible, the employee should give as much notice as they can. If an employee does not give notice at least seven days before their period of paternity leave starts, the Company might not allow the employee to take the period of parental leave requested. However, the Company shall consider each case on its merits.

The Company may require a signed declaration from the employee that they are taking paternity leave to care for the child or to support the child's mother or co-adopter in caring for the child.

Employees are requested to complete a Notice of Intention to take Paternity Leave Form (available for birth and adoption) which includes a declaration in support of notice of intention.

Upon receipt of the employee's notification of intention to take paternity leave, line management will forward it to Human Resources for processing. The HR department will verify that the employee satisfies leave and pay qualifying conditions and will confirm paternity entitlements in writing within 28 days of receiving the employee's notification.

#### Can an employee change the date when paternity leave starts?

An employee can change the date on which he/she wants paternity to start (but not the length of leave) as long as he gives the Company at least 28 days' written notice. If this isn't possible, the employee should tell his manager as soon as reasonably practicable.

Note that if the baby is born before it is due, the employee may not be able to give the required notice of leave. In this situation, the employee needs to complete a new notice of intention to take paternity leave and declaration in support as soon as reasonably practicable.

An employee cannot take paternity leave or be paid SPP before the birth/placement of the child. If the baby isn't born by the date specified, then he/she must change the date or choose to take leave from the actual date of birth/placement or a specified number of days after the birth/placement. Whatever is decided, it is necessary for the employee to give notice as soon as possible.

#### 5 STATUTORY PATERNITY PAY (SPP)

Employees are entitled to be paid SPP for either one or two consecutive weeks during paternity leave, if they meet the criteria in section 2.2 above.

SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of the employee's average weekly earnings calculated over the Relevant Period, if this is lower. Statutory rates are revised annually every April.

All paternity payments will be processed into the employee's bank account via the normal monthly payroll. SPP is taxable and subject to NI contributions.

##### 5.1 What if the employee does not qualify for SPP?

If the employee does not qualify for SPP, the HR department will provide written confirmation of ineligibility on an SPP1 form which the employee will need to pursue any claim for additional financial support.

## 5.2 Stillbirth

In the event that a baby is stillborn in or before the 24<sup>th</sup> week of pregnancy, there will be no entitlement to paternity leave or pay. In cases where employees are affected by stillbirth, they will normally be entitled to take sick leave.

Where a baby is stillborn in or after the 25<sup>th</sup> week of pregnancy, employees will be entitled to SPP (subject to meeting eligibility criteria at Section 2) and paternity leave.

If stillbirth occurs, management must notify HR.

## 6 TERMS AND CONDITIONS DURING PATERNITY LEAVE

An employee on paternity leave is:

- entitled to the terms and conditions of employment which would have applied if not absent from work except for the terms providing for wages or salary; and is
- bound by the obligations as specified in the terms and conditions of employment.

### 6.1 Holiday accrual

The employee continues to accrue annual holiday entitlement during paternity leave. An employee isn't entitled to take annual leave during paternity leave. However, it may be possible to take a period of annual leave immediately before or after paternity leave, subject to management approval.

## 7 COMPANY CARS/CASH IN LIEU OF CAR

The provision of a company car or cash allowance will continue to be provided during paternity leave.

Any employee not wishing to retain his car, whilst on leave, must give his manager at least 2 weeks' notice of his intention to return the vehicle.

## 8 MOBILE TELEPHONE AND LAPTOP

If the employee has the use of a mobile phone and/or laptop for business purposes, the employee may be required to return these to the Company prior to commencing paternity leave.

## 9 TERMS AND CONDITIONS AFTER PATERNITY LEAVE

The employee will be entitled to return to the same job, on the same terms and conditions.

However, if an employee has taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for the Company to allow the employee to return to the same job, the Company will offer the employee a suitable and appropriate alternative position.

If the employee is taking shared parental leave in respect of the same child, see the Shared Parental Leave Policy for information about return to work.

## 10 PROTECTION FROM DETRIMENT AND DISMISSAL

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

## 11 PENSION

For information on pension or healthcare, please contact Human Resources.

## 12 TIME OFF FOR ANTE-NATAL OR ADOPTION APPOINTMENTS

An employee may take time off to accompany their partner to an antenatal or adoption appointment if they are either:

- (a) the baby's father; or
- (b) the pregnant woman's / primary adopter's spouse, civil partner or partner (i.e. are living with the pregnant woman in an enduring family relationship and she is not their daughter, granddaughter, sister or niece).

Providing the employee meets the eligibility criteria above, they are entitled to unpaid leave on two occasions of up to 6.5 hours per appointment to accompany their partner to either an ante-natal or adoption appointment.

Employees must give management notice of antenatal/adoption appointments and where possible try to arrange them as near as possible to the beginning or end of the working day. The Company may ask for evidence of antenatal/adoption

appointments, and for evidence to prove an employee's relationship with the child/prospective mother or primary adopter (as appropriate).

**13 FORMS – APPENDIX REFERENCES IN PATERNITY LEAVE POLICY AND PROCEDURE**

- (a) Notice of Intention to take Paternity Leave Form (Birth) – Appendix 1
- (b) Notice of Intention to take Paternity Leave Form (Adoption) – Appendix 2

## **MATERNITY LEAVE & PAY** **POLICY & PROCEDURE (7/2018)**

This policy sets out what rights pregnant employees have in relation to maternity leave and pay. It also provides information on the procedural requirements associated with exercising those rights.

In some cases an employee and their spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives employees more flexibility to share the leave and pay available in the first year after birth. However, the employee must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave Policy.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 18 below for the appendix references).

### **1 WHAT IS MATERNITY LEAVE?**

All employees are entitled to 52 weeks' maternity leave (26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave) regardless of length of service or hours worked.

#### **1.1 Ordinary Maternity Leave (OML)**

OML can start no earlier than from the 11<sup>th</sup> week before the Expected Week of Childbirth (EWC). The EWC refers to the week beginning with midnight between Saturday and Sunday, during which it is expected that the baby will be born. There are, however, some exceptions to this rule which are:

- (a) If childbirth occurs before the date the employee has notified (or before she has notified any date), the maternity leave period starts automatically on the day after the date of the birth. This happens even if the birth takes place before the start of the 11<sup>th</sup> week before the birth was originally expected.
- (b) Where the employee is absent from work for a pregnancy-related reason during the 4 weeks before the intended maternity leave start date, the maternity leave period starts automatically on the day after the first day of absence. Management should contact Human Resources (HR) if this situation occurs or is likely to occur.

#### **1.2 Additional Maternity Leave (AML)**

AML follows OML without any gap and continues for a further 26 weeks.

### **2 NOTIFICATION REQUIREMENTS FOR MATERNITY LEAVE**

Employees should inform us as soon as possible that they are pregnant. This is important as there may be health and safety considerations (see section 4).

In any event, employees must notify their immediate manager of their intention to take maternity leave no later than the end of the 15<sup>th</sup> week before the EWC, or as soon as reasonably practicable (or, where maternity leave is triggered automatically under 1.1 (a) or 1.1(b) above, the employee must notify her immediate manager that she has given birth or that her absence is related to her pregnancy, as the case may be). The notification must be in writing and include:

- (i) The fact that the employee is pregnant;
- (ii) The EWC;
- (iii) The date when the employee wants her maternity leave and pay (pay is subject to eligibility criteria which are outlined in Section 3) to begin ("Intended Start Date").

The Notification of Intention to take Maternity Leave Form can be used for this purpose.

Evidence of (i) and (ii) above must be provided by supplying management with a maternity certificate (MAT B1) issued by a registered medical practitioner or a registered midwife after the 20<sup>th</sup> week of pregnancy. Statutory Maternity Pay (SMP) cannot be paid to eligible employees without this certificate or an acceptable alternative.

Employees have the right to change their mind about when to start maternity leave, but must give 28 days' written notice in advance of the new or original start date (whichever is the earlier), unless this is not reasonably practicable.

Upon receipt of the employee's written plans (including any changes to plans), line management will forward these to HR to be processed. The Company must write to the employee within 28 days of receiving her notice about taking maternity leave. This letter will set out the date on which the employee is expected to return to work and will provide an overview of maternity entitlements.

## 2.1 Notification of change of return to work dates while on maternity leave

If the employee wishes to return to work before the end of her full maternity leave period, she must give the Company eight weeks' notice of her return to work. This notice requirement applies during both ordinary and additional maternity leave. The Company can accept less notice at its discretion. Equally the Company may postpone an employee's return until the full eight weeks' notice has been given provided it does not extend beyond the end of her AML.

If an employee originally notified the Company that she wished to return to work before the end of her maternity leave, and decides that she wishes to return to work later, she must give the Company notice of this new, later date of return at least eight weeks before the earlier date.

If an employee wishes to postpone her return until after the end of her statutory maternity leave period (i.e. after AML), she should either request unpaid parental leave (in accordance with the Company's Parental Leave Policy), giving as much notice as possible but not less than 21 days; or request paid annual leave in accordance with her contract of employment, which will be at the Company's discretion.

Line management is responsible for notifying HR when the employee returns to work and updating HRIS if any changes are required to the employee's assignment.

## 3 ELIGIBILITY CRITERIA FOR STATUTORY MATERNITY PAY (SMP)

To qualify for SMP, a woman must:-

- (i) have been continuously employed by the Company for at least 26 weeks ending with the 15th week before the EWC. The 15th week is known as the Qualifying Week (QW);
- (ii) have average earnings above the Lower Earnings Limit set by the government during the eight weeks ending with the Qualifying Week (the "Relevant Period");
- (iii) have provided the Company with a maternity certificate (MAT B1) showing the EWC;
- (iv) notify the Company of its liability to pay SMP at the same time as giving notification about when maternity leave is to start (see Section 2).
- (v) still be pregnant 11 weeks before the start of the EWC or have already given birth.

As in the case of changing the start date of maternity leave, an employee can change her mind about when she wishes SMP to start but she must give the Company 28 days' written notice of the new date, unless this is not reasonably practicable.

Employees who do not meet the eligibility criteria to qualify for SMP may be entitled to Maternity Allowance. The Company will provide the employee with written confirmation (Form SMP1) of ineligibility for SMP which is required to pursue any claim for Maternity Allowance.

### 3.1 How much and how long is SMP paid for?

SMP is paid for a continuous period of up to 39 weeks. SMP is paid monthly on the Company's normal pay day for:

- The first 6 weeks at 90% of average weekly earnings calculated over the Relevant Period; and
- The remaining 33 weeks at the lower of 90% of average weekly earnings or the standard statutory rate set by government for the relevant tax year.

Employees' average weekly earnings are calculated from gross earnings over the Relevant Period. SMP is taxable and subject to National Insurance contributions in the same way as normal earnings.

In the event of SMP overpayments, the Company will exercise its right to recover these.

### 3.2 Effect of pay rises on SMP

If a pay rise is implemented (or would have been implemented if the employee had not been absent on maternity leave) at any time between the start of the period used to calculate SMP and the end of either OML or AML, this must be reflected in the SMP (i.e. 90% average earnings) payment.

*Example:*

If a pay increase of 3% is awarded, this must be applied to the average weekly earnings figure calculated prior to the 15<sup>th</sup> week before the EWC.

Such increases will affect SMP paid for the first 6 weeks or for the whole 39 week payment period if 90% average earnings are paid during this time. There is no impact on the standard statutory SMP rate for the weeks when this is paid.

Further, if a pay rise has an effective date before the relevant period used to calculate SMP and the earnings used in that calculation have not been adjusted to reflect the pay increase, SMP will be recalculated to reflect the pay increment.

If pay arrears of SMP arise as a result of pay reviews, there will be no undue delay in payment to the employee.

### **3.3 When does SMP start?**

SMP can start on any day of the week once the employee has stopped work to have her baby. This means that SMP should typically start from the first day of maternity leave.

### **3.4 Changes affecting the start of SMP**

The start of SMP may change in the following situations:

- Where the baby is born more than 11 weeks before the EWC, pay starts on the day after the birth.
- Where the baby is born before the intended start date of leave, pay starts on the day after the birth.
- Where the employee is absent from work due to a pregnancy related illness at the start of or in the 4 weeks before the baby is due, pay starts on the day after the first day of absence.
- Where the employee leaves her employment before her intended start date but after the start of the 11<sup>th</sup> week before the EWC, pay starts on the day after the date on which she leaves.

### **3.5 Right to SMP retained if employed after 15<sup>th</sup> week before baby due**

- Employees retain their entitlement to SMP if they are employed beyond the 15<sup>th</sup> week before the EWC and leave employment for whatever reason. In these circumstances, SMP will start but either:
- From the beginning of the 11<sup>th</sup> week before the week the baby is due in circumstances where the employee leaves the Company after the start of the 15<sup>th</sup> week before the baby is due but before the start of the 11<sup>th</sup> week; or
- From the day after the employee left employment in circumstances where the employee leaves the Company at any time after the start of the 11<sup>th</sup> week before the baby is due and before the start of the maternity pay period.

### **3.6 Stillbirth**

In the event that a baby is stillborn in or before the 24<sup>th</sup> week of pregnancy, there will be no entitlement to maternity leave or pay. In cases where employees are affected by stillbirth, they will normally be entitled to take sick leave.

Where a baby is stillborn in or after the 25<sup>th</sup> week of pregnancy, employees will be entitled to SMP (subject to meeting eligibility criteria at Section 3) and maternity leave.

If stillbirth occurs, management must notify HR.

## **4 HEALTH & SAFETY**

The Management of Health and Safety at Work Regulations 1999 require that work-related risk assessments are undertaken in respect of new and expectant mothers and mothers who are breastfeeding. Once the employee has informed the Company that she is pregnant, recently given birth or is breastfeeding, the risk assessment must be organised by HR.

If the risk assessment identifies any specific risks that cannot be avoided, the Company will follow a series of steps to ensure that she is not exposed to that risk, such as making changes to working conditions, hours of work or offer suitable alternative work. If none of these steps are possible, this may ultimately result in suspending the employee on full pay to protect her new or un-born child.

For health and safety reasons an employee will not be permitted to return to work until at least 2 weeks after her baby is born.

## **5 TERMS AND CONDITIONS DURING MATERNITY LEAVE**

During maternity leave a woman's contract of employment continues, unless she or the Company expressly ends it or it expires. She has a statutory right to continue to benefit from the contractual terms and conditions of employment which

would have applied to her if she had been at work instead of on leave except for the terms providing for her wages or salary.

## **6 ANNUAL LEAVE**

Before an employee starts her maternity leave, the Company will calculate:

- a) how much holiday she has accrued but not taken as at her maternity leave start date; and
- b) how much holiday she will accrue during her maternity leave

The employee will accrue contractual holiday (inclusive of statutory holiday) and bank holidays during OML and AML.

The employee should endeavour to take all holiday accrued **up to** her maternity leave commencement date (i.e. (a) above) before her maternity leave start date. However, if this is not possible she will be entitled to take this holiday immediately after the end of her maternity leave.

The employee should endeavour to take any holiday accrued **during** her maternity leave (i.e. (b) above) immediately after the end of her maternity leave (and for this purpose, if her maternity leave ends in the following holiday year, she will be entitled to roll over any accrued but untaken holiday).

The employee should also try to agree with the Company prior to the commencement of her maternity leave, when she will take her holiday, by submitting a holiday booking form to her manager. These holiday arrangements will then be verified by her manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of maternity leave, such arrangements should be agreed as soon as reasonably practicable, and verified by either her manager or the Payroll Department.

If an employee takes in excess of her accrued leave entitlement the Company may make a payroll deduction in respect of the excess.

## **7 COMPANY CARS/CASH IN LIEU OF CAR**

The provision of a Company car or cash allowance will continue to be provided during OML and AML.

Any employee not wishing to retain her car, whilst on leave, must give her Manager at least 2 weeks' notice of her intention to return the vehicle.

## **8 MOBILE TELEPHONE AND LAPTOP**

If the employee has the use of a mobile phone and/or laptop for business purposes, the employee will be required to return these to the Company prior to commencing maternity leave.

## **9 CONTACT DURING MATERNITY LEAVE**

The Company may make contact with the employee while she's on maternity leave, as long as the amount and type of contact is not unreasonable, to discuss a range of issues such as plans for returning to work or to keep her informed about important developments. The employee should also be kept informed about job and promotion opportunities that arise during maternity leave.

### **9.1 Keeping in touch days**

Where appropriate, the Company will provide employees the opportunity of working up to ten Keeping in Touch (KIT) days during maternity leave (except during the first two weeks after the baby is born). Such arrangements will be mutually agreed between the employee and her line manager. Work during maternity leave may only take place by agreement. Therefore, the Company cannot require an employee to work during maternity leave if she does not wish to, nor does an employee have the right to work KIT days if the Company does not agree to them.

The type of work an employee undertakes on KIT days is a matter for agreement between the Company and employee. However, such days may be used for any work which would ordinarily be classed as work under the employee's contract, for which she would be paid, but could be particularly useful in enabling an employee to attend a conference, undertake a training activity or attend a team meeting.

Any work done on any day during the maternity pay or maternity leave period will count as a whole KIT day. In other words, if an employee comes in for a one-hour training session and does no other work that day, she will have used one of her KIT days.

Pay for work done on KIT days will be in accordance with the remuneration terms of the employee's contract prior to maternity leave. Management must ensure that the attendance system reflects any KIT Days that have been worked. Where KIT days are worked (irrespective of number of hours worked) employees will receive a day's pay. Where payable, SMP will be offset against a day's pay.

## **10 TERMS AND CONDITIONS AFTER MATERNITY LEAVE**

Employees returning to work during or at the end of OML are entitled to return to the same job on terms and conditions as if they had not been away. Employees returning to work during or at the end of AML are entitled to return to the same job on the same terms. However, if that is not reasonably practicable, they are entitled to return to a suitable job on terms and conditions at least as good as the previous job.

## **11 NOTICE REQUIREMENTS IF EMPLOYEE WISHES NOT TO RETURN**

An employee who does not wish to return to work after maternity leave must give the Company the notice of termination required under her contract of employment. If an employee notifies the Company prior to or during maternity leave that she does not intend to return to work following childbirth, her employment will normally cease when her maternity pay period (subject to eligibility) expires. If the employee is not eligible for maternity pay or is on unpaid Additional Maternity Leave, employment will cease on any date she notifies the Company in accordance with her notice obligations under her contract.

## **12 RETURN TO WORK AFTER MATERNITY LEAVE & ILLNESS**

If an employee is unfit for work following maternity leave due to illness, she will be treated as an employee absent on sick leave. The normal arrangements for sickness absence management will apply. Advice should be sought from HR.

An employee is protected from suffering a detriment if she does not return from maternity leave if the reason is connected with pregnancy or childbirth.

## **13 REQUEST TO RETURN UNDER FLEXIBLE WORKING ARRANGEMENT**

If an employee would like to return to work on a changed working pattern (such as working part-time) after maternity leave, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.

## **14 REDUNDANCY DURING MATERNITY LEAVE**

In the event that the employee's post is affected by a redundancy situation occurring during her maternity leave, the Company shall write to inform her of any proposals and shall invite her for consultation before any final decision is reached as to her continued employment.

## **15 SHARED PARENTAL LEAVE**

An employee on maternity leave's partner may be eligible for Shared Parental Leave (SPL) or an employee may want to take SPL at the end of her compulsory 2 weeks' maternity leave period. Further information regarding SPL can be found in the Company's Shared Parental Leave Policy and Procedure.

## **16 PENSION**

For information on pension or healthcare, please contact Human Resources.

## **17 TIME OFF FOR ANTE-NATAL CARE**

Pregnant employees are entitled to paid time off during working hours for ante-natal appointments made on the advice of a registered medical practitioner, registered midwife or registered health visitor.

Employees must give management notice of antenatal appointments and where possible try to arrange them as near as possible to the beginning or end of the working day. The Company may ask for evidence of antenatal appointments, except in the case of the very first appointment. Advice must be sought from HR if it is considered that an employee is requesting an unreasonable amount of time off for antenatal care.

## **18 FORMS – APPENDIX REFERENCES IN MATERNITY LEAVE POLICY AND PROCEDURE**

- (a) Notification of Intention to take Maternity Leave Form – Appendix 1

## **ADOPTION LEAVE & PAY** **POLICY & PROCEDURE (7/2018)**

This policy sets out employees' rights to adoption leave and adoption pay where a child, aged under 18 years, is newly placed with them for adoption. This policy also sets out the arrangements for employees who are fostering a child with a view to possible adoption, or those having a child through a surrogate mother. It also provides information on the procedural requirements associated with exercising those rights.

In some cases an employee and their spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives employees more flexibility to share the leave and pay available in the first year after the child is placed with them for adoption. However, either the employee or their spouse or partner must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

This policy only applies to employees. It does not apply to agency workers or self-employed contractors.

All forms referred to in this policy and procedure are available from Human Resources (see Section 20 below for the appendix references).

### **1 WHAT IS ADOPTION LEAVE?**

An employee who either adopts a child through an approved adoption agency, is a local authority foster parent and also a prospective adopter, or is a surrogate parent is entitled to up to 52 weeks' adoption leave regardless of length of service or hours worked. This leave is made up of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

Only one parent can take adoption leave. If the employee's spouse or partner takes adoption leave with their employer, the employee will not be entitled to adoption leave but may be entitled to paternity leave and/or SPL.

#### **1.1 Ordinary Adoption Leave (OAL)**

OAL can start on the day the child is placed for adoption, or up to 14 days earlier.

In surrogacy cases, OAL starts on the day the child is born, unless the employee is at work, in which case it will start on the following day (the employee cannot change the start date).

In order to make administration as easy as possible, the employee should discuss the timing of their adoption leave with line management as early as possible.

#### **1.2 Additional Adoption Leave (AAL)**

AAL follows OAL without any gap and continues for a further 26 weeks.

### **2 ELIGIBILITY CRITERIA FOR LEAVE**

To qualify for leave in adoption or fostering for adoption cases:

- An employee must be adopting a child through a UK adoption agency, or be a local authority foster parent who has been approved as a prospective adopter;
- The adoption agency or local authority has given the employee written notice that it has matched them with a child for adoption, or that it will be placing a child with the employee under a fostering for adoption arrangement, and tells the employee the date the child is expected to be placed into their care ("Expected Placement Date"); and
- The employee has notified the agency that they agree to the child being placed with the employee on the Expected Placement Date.

To qualify for leave in surrogacy cases, an employee must meet the following conditions:

- A surrogate mother gives birth to a child who is biologically the employee's child, the child of the employee's spouse/partner, or the child of both the employee and the spouse/partner; and
- The employee expects to be given parental responsibility for the child under a parental order from the court. The child must live with the employee and the employee must apply for the parental order within six months of the child's birth.

### 3 NOTIFICATION REQUIREMENTS FOR ADOPTION LEAVE AND PAY

In adoption or fostering for adoption cases, employees must notify their immediate manager of their intention to take adoption leave within 7 days of being notified by the adoption agency or local authority of having been matched with a child, or as soon as reasonably practicable. This notification must be in writing and include:

- (i) the Expected Placement Date and;
- (ii) the date on which adoption leave is to start and the date on which adoption pay is to start (in each case the earliest date is 14 days before the Expected Placement Date and the latest is the date of placement) (the "Intended Start Date").

In surrogacy cases, employees must notify their immediate manager of their intention to take adoption leave and give the Expected Week of Childbirth ("EWC"). Employees must provide this information by the end of the 15<sup>th</sup> week before the EWC, or as soon as is reasonably practicable.

The Notification of Intention to take Adoption Leave Form can be used for this purpose.

Upon receipt of the employee's matching certificate, line management will forward this to HR to be processed. The Company must write to the employee within 28 days of notification. This letter will set out the date on which the employee is expected to return to work ("Expected Return Date") and will provide an overview of adoption entitlements.

By providing a completed matching certificate in adoption cases, employees will be able to satisfy both the notice and evidence conditions for both adoption leave and pay.

Employees in adoption or fostering for adoption cases have the right to change their mind about when to start adoption leave, but must give 28 days' written notice in advance of the original Intended Start Date or the new start date where the employee is bringing the date forward, unless this is not reasonably practicable. The Company will write to the employee to confirm the new Expected Return Date.

#### 3.1 Notification of change of return to work dates while on adoption leave

If the employee wishes to return to work before the end of their full adoption leave period, they must give the Company eight weeks' notice of their return to work. This notice requirement applies during both ordinary and additional adoption leave. The Company can accept less notice at its discretion. Equally the Company may postpone an employee's return until the full eight weeks' notice has been given so long as this date does not fall beyond the Expected Return Date.

If an employee originally notified the Company that they wished to return to work before the end of their adoption leave, and decides to return to work later, they must give the Company notice of this new, later date of return at least eight weeks before the earlier date.

If an employee wishes to postpone their return until after the end of their statutory adoption leave period (i.e. after AAL), they should either request unpaid parental leave (in accordance with the Company's Parental Leave Policy), giving as much notice as possible but not less than 21 days; or request paid annual leave in accordance with their contract of employment, which will be at the Company's discretion.

Line management is responsible for notifying HR when the employee returns to work and updating HRIS if any changes are required to the employee's assignment.

### 4 STATUTORY ADOPTION PAY (SAP)

To qualify for SAP in adoption or fostering for adoption cases, an employee must satisfy the conditions in Section 2 above ("*Eligibility Criteria for Leave*"). Further, the employee must:

- Have been continuously employed by the Company for at least 26 weeks ending with the week in which the agency or local authority notified the employee that they had been matched with the child ("Qualifying Week") and are still employed by the Company during that week;
- Have average earnings during the eight weeks ending with the Qualifying Week ("Relevant Period") above the lower earnings limit set by the government; and
- Have given the Company the relevant notification under Section 3.

To qualify for SAP in surrogacy cases, an employee must satisfy the conditions in Section 2 above ("*Eligibility Criteria for Leave*"). Further, the employee must:

- Have been continuously employed by the Company for at least 26 weeks by the 15<sup>th</sup> week before the EWC ("Qualifying Week") and are still employed by the Company during that week;
- Intend to apply for a parental order;
- Expect the order to be granted;
- Have average earnings during the eight weeks ending with the Qualifying Week ("Relevant Period") above the lower earnings limit set by the government; and

- Have given the Company the relevant notification under Section 3.

As in the case of changing the start date of adoption leave, an employee can change his/her mind about when SAP is to start but must give the Company 28 days' written notice of the new date, unless this is not reasonably practicable.

If the employee does not qualify for SAP, the Company will provide the employee with the written confirmation (Form SAP1) of ineligibility for SAP which is required to pursue any claim for additional financial support.

#### 4.1 **How much and how long is SAP paid for?**

SAP is paid monthly on the Company's normal pay day for a continuous period of up to 39 weeks. It stops being payable if the employee returns to work sooner or if the placement is disrupted (see Section 5).

SAP is calculated as follows:

- The first 6 weeks at 90% of average weekly earnings calculated over the Relevant Period; and
- The remaining 33 weeks at the lower of 90% of average weekly earnings or the standard statutory rate.

Employees' average weekly earnings are calculated from gross earnings over the Relevant Period. SAP is taxable and subject to National Insurance contributions in the same way as normal earnings.

In the event of SAP overpayments, the Company will exercise its right to recover these.

#### 4.2 **Effect of pay rises on SAP**

Employees on or due to commence adoption leave will be eligible to have their salary reviewed at the normal pay review date. This will be calculated and recorded and will be implemented on the employee's return to work.

#### 4.3 **When does SAP start?**

SAP can start on the date the child is placed with the employee for adoption; or on a pre-determined date no earlier than 14 days before the Expected Placement Date, and no later than the Expected Placement Date.

#### 4.4 **SAP entitlement if employment ceases**

Provided eligible employees have followed notification requirements (see Section 3 above), the entitlement to SAP is retained should they leave their job for any reason (including dismissal) before placement for adoption.

If the contract ends:-

- Before pay starts, payment shall begin 14 days before the Expected Placement Date.
- Within the 14 days prior to placement, pay begins the day following the last day of work.

Eligible employees will retain the entitlement to SAP if their contract ends after the child is placed.

However, in the event that the employee starts work for another employer they will not be entitled to SAP for any week in which work is done for the new employer.

It is a condition during OAL and AAL that the employee does not work for any other employer without the Company's permission.

### 5 **DISRUPTED PLACEMENT DURING ADOPTION LEAVE**

In an adoption or fostering for adoption case, adoption leave is disrupted if:

- Adoption leave has started before the placement of the child and the placement is subsequently not made; or
- The newly adopted child is returned to the adoption agency; or
- The newly adopted child dies.

In surrogacy cases, adoption leave is disrupted if:

- The employee does not apply for a parental order within the relevant time; or
- The court does not grant a parental order and the time limit for appeal or further application has expired; or
- The child dies.

Entitlement to adoption leave and SAP continues for an eight week period after the end of the week in which the disruption took place, unless the employee's entitlement to leave or pay would have ended earlier in the normal course of events.

Under these circumstances, the employee remains obliged to give the Company 8 weeks' notice if returning to work earlier than expected.

## 6 DELAYED PLACEMENT

Where an employee starts adoption leave prior to the Expected Placement Date, they must be sure that the placement is proceeding on the specified date before starting leave.

If the placement is delayed and the employee has already started adoption leave, it is not possible to stop leave and start it again at a later date.

## 7 TERMS AND CONDITIONS DURING ADOPTION LEAVE

During adoption leave the contract of employment continues unless the Company or employee expressly ends it or it expires. An employee has a statutory right to continue to benefit from the contractual terms and conditions of employment which would have applied had they been at work instead of on leave except for the terms providing for wages or salary.

## 8 ANNUAL LEAVE AND ADOPTION LEAVE

Before an employee starts adoption leave, the Company will calculate:

- a) how much holiday they have accrued but not taken as at the adoption leave start date; and
- b) how much holiday they will accrue during adoption leave.

The employee will accrue contractual holiday (inclusive of statutory holidays) and bank holidays during OAL and AAL.

The employee should endeavour to take all holiday accrued **up to** the adoption leave commencement date (i.e. (a) above) before the adoption leave start date. However, if this is not possible they will be entitled to take this holiday immediately after the end of the adoption leave period.

The employee should endeavour to take any holiday accrued **during** adoption leave (i.e. (b) above) immediately after the end of their adoption leave (and for this purpose, if their adoption leave ends in the following holiday year, they will be entitled to roll over any accrued but untaken holiday).

The employee should also try to agree with the Company prior to the commencement of adoption leave, when they will take their holiday by submitting a holiday booking form to their manager. These holiday arrangements will then be verified by the employee's manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of adoption leave, such arrangements should be agreed as soon as reasonably practicable, and verified by either the employee's manager or the Payroll Department.

If an employee takes in excess of their accrued leave entitlement, the Company may make a payroll deduction in respect of the excess.

## 9 COMPANY CARS/CASH IN LIEU OF CAR

The provision of the company car or the cash allowance will continue to be provided during OAL and AAL.

Any employee not wishing to retain their car, whilst on leave, must give their Manager at least 2 weeks' notice of their intention to return the vehicle.

## 10 MOBILE TELEPHONE AND LAPTOP

If the employee has the use of a mobile phone and/or laptop for business purposes, they may be required to return these to the Company prior to commencing adoption leave.

## 11 CONTACT DURING ADOPTION LEAVE

The Company may make contact with the employee while they are on adoption leave, as long as the amount and type of contact is not unreasonable, to discuss a range of issues such as plans for returning to work or to provide information about important developments. The employee should also be kept informed about job and promotion opportunities that arise during adoption leave.

### 11.1 Keeping in touch days

Where appropriate, the Company will provide employees the opportunity of working up to ten Keeping in Touch (KIT) days during adoption leave. Such arrangements will be mutually agreed between the employee and their line manager. Work during adoption leave may only take place by agreement. Therefore, the Company can not require an employee to work during adoption leave if they do not wish to, nor does an employee have the right to work KIT days if the Company does not agree to them.

The type of work an employee undertakes on KIT days is a matter for agreement between the company and employee. However, such days may be used for any work which would ordinarily be classed as work under the employee's contract, for which they would be paid, but could be particularly useful in enabling an employee to attend a conference, undertake a training activity or attend a team meeting.

Any work done on any day during the adoption pay or adoption leave period will count as a whole KIT day. In other words, if an employee comes in for a one-hour training session and does no other work that day, they will have used one of their KIT days.

Pay for work done on KIT days will be in accordance with the remuneration terms of their contract prior to adoption leave. Management must ensure that the attendance system reflects any KIT Days that have been worked. Where KIT days are worked (irrespective of number of hours worked) employees will receive a day's pay. Where payable, SAP will be offset against a day's pay.

## **12 TERMS AND CONDITIONS AFTER ADOPTION LEAVE**

Employees returning to work during or at the end of OAL are normally entitled to return to the same job on terms and conditions as if they had not been away. Employees returning to work during or at the end of AAL or who have combined adoption leave with more than four weeks' parental leave are entitled to return to the same job on the same terms. However, if that is not reasonably practicable, they are entitled to return to a suitable job on terms and conditions that are not less favourable than the previous position.

## **13 REDUNDANCY DURING ADOPTION LEAVE**

In the event that the employee's post is affected by a redundancy situation occurring during their adoption leave, the Company shall write to the employee to inform them of any proposals and invite them for consultation before any final decision is reached as to their continued employment.

## **14 NOTICE REQUIREMENTS IF EMPLOYEE WISHES NOT TO RETURN**

An employee who does not wish to return to work after adoption leave must give the Company the notice of termination required under their contract of employment. If an employee notifies the Company prior to or during adoption leave that they do not intend to return to work following placement of the child, their employment will normally cease when their adoption pay period (subject to eligibility) expires. If the employee is not eligible for adoption pay or is on unpaid Additional Adoption Leave, employment will cease on any date they notify the Company in accordance with their notice obligations under their contract. The amount of adoption leave left to run when the employee gives notice must be at least equal to their contractual notice period.

## **15 RETURN TO WORK AFTER ADOPTION LEAVE & ILLNESS**

If an employee is unfit for work following adoption leave due to illness, they will be treated as an employee absent on sick leave. The normal arrangements for sickness absence management will apply. Advice should be sought from HR.

## **16 FLEXIBLE WORKING REQUESTS**

If the employee would like to return to work on a changed working pattern (such as working part time) after adoption leave, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.

## **17 SHARED PARENTAL LEAVE**

An employee on adoption leave's partner may be eligible for Shared Parental Leave (SPL). Further information regarding SPL can be found in the Company's Shared Parental Leave Policy and Procedure.

The employee would need to give the Company at least eight weeks' written notice to end adoption leave and opt into SPL. This notice can be given before or after the child is placed with the employee but the employee must take at least two weeks' adoption leave. The employee would then be able to share any remaining leave with their spouse/partner.

## **18 PENSION**

For information on pension or healthcare, please contact Human Resources.

## 19     **TIME OFF FOR ADOPTION APPOINTMENTS**

Employees who are adopting a child are entitled to paid time off on five occasions for adoption appointments. This is **only** if the employee is the 'primary adopter' and the person who will be taking adoption leave. The employee's partner may also be entitled to time off in such circumstances – this is set out in the Paternity Leave Policy.

Employees must give management notice of adoption appointments and where possible try to arrange them as near as possible to the beginning or end of the working day. The Company may ask for evidence of adoption appointments. Advice must be sought from HR if it is considered that an employee is requesting an unreasonable amount of time off for adoption appointments.

## 20     **FORMS – APPENDIX REFERENCES IN ADOPTION LEAVE POLICY AND PROCEDURE**

- (a)     Notification of Intention to take Adoption Leave Form – Appendix 1

## **SHARED PARENTAL LEAVE POLICY& PROCEDURE (BIRTH) (7/2018)**

Eligible employees can take Shared Parental Leave ("SPL") and/or Shared Parental Pay ("ShPP") in relation to the birth of a child.

This policy outlines employees' entitlement to SPL and ShPP and sets out the arrangements for taking it. This policy does not apply to agency workers or to the self-employed.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 15 below for the appendix references).

**Employees who are adopting a child will have essentially the same entitlements as set out under this Policy, but with slightly different notification requirements. Employees who are adopting a child should refer to the Shared Parental Leave Policy & Procedure (Adoption).**

### **Terms frequently used in this policy**

**Expected week of childbirth ("EWC")** – the week beginning on Sunday, in which the doctor or midwife expects the child to be born

**Parent** - one of two people who will have the main responsibility for the child's upbringing

**Partner** – the employee's spouse, civil partner or someone living with another person in an enduring family relationship at the time of the child's birth, but not the employee's sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew

**Qualifying Week** – the 15<sup>th</sup> week before the EWC

**SMP** – statutory maternity pay

## **1 OVERVIEW OF SPL**

- 1.1 SPL is a form of leave available to working parents to enable them to share in the upbringing of their child following birth.
- 1.2 SPL can only be taken if the child's mother serves notice to bring her maternity leave to an end and to share the remaining available leave as SPL.
- 1.3 Eligible parents can take up to 50 weeks' SPL between them.
- 1.4 SPL may be taken by parents at the same time or at different times.
- 1.5 SPL can begin immediately after birth but normally eligible parents would wait at least two weeks after the birth as mothers must complete a minimum period of two weeks' compulsory maternity leave and fathers may wish to take paternity leave before taking SPL.
- 1.6 SPL must end no later than 52 weeks after birth.
- 1.7 Fathers are entitled to two weeks' paternity leave, provided this is taken before their SPL starts.
- 1.8 In order to take SPL/ShPP an employee must
  - (a) Satisfy eligibility requirements (see *Eligibility for SPL* below)
  - (b) Serve the appropriate notices (see *Notification requirements* below).

## **2 ELIGIBILITY FOR SPL**

- 2.1 Not all parents are eligible for SPL.
- 2.2 An employee will be entitled to SPL if at the date of the child's birth they share the main responsibility for the care of the child with the other parent/their partner, where the employee is either:
  - (a) the child's mother, and shares caring responsibility with the child's father (or the employee's partner, if the father is not their partner);
  - (b) the child's father and shares caring responsibility with the child's mother; or
  - (c) the mother's partner and shares caring responsibility with the mother (where the child's father does not share caring responsibility with the mother).
- 2.3 Each of the following conditions must also be fulfilled:

- (a) the employee must:
  - (i) have at least 26 weeks' continuous employment with us by the end of the Qualifying Week; and
  - (ii) still be employed by us in the week before SPL is to be taken;
- (b) the other parent/the employee's partner must have worked (whether employed or self-employed) for any 26 out of the 66 weeks before the EWC and have average earnings of at least a certain minimum amount per week as prescribed by law for any 13 of those weeks;
- (c) if the employee is the mother they must be eligible for maternity leave, or if the employee is the father/partner of the mother, the mother must be eligible for maternity leave, SMP or maternity allowance; and
- (d) the employee and the child's other parent/their partner must have given the appropriate notices and declarations referred to below (including the mother's notice to end maternity leave, pay or maternity allowance (as applicable)).

### 3 EVIDENCE REQUIRED

3.1 To qualify for SPL an employee must also provide within 14 days of request:

- (a) a copy of the birth certificate (or if the employee has not yet obtained a birth certificate, a signed declaration of the child's date and place of birth);
- (b) the name and address of the other parent's/their partner's employer, or if they are self-employed, their business address, or a signed declaration that they have no employer (as applicable). We may engage with this employer to ensure that all administrative requirements for the sharing of SPL and ShPP are fulfilled; and
- (c) any other information which the Company requests.

### 4 EMPLOYEES' ENTITLEMENT TO SPL

4.1 In the event that the eligibility and evidential requirements are satisfied, the total amount of SPL available is 52 weeks, less either:

- (a) the number of weeks spent by the child's mother on maternity leave (including the two week compulsory maternity leave period); or
- (b) if the child's mother is not entitled to maternity leave, the number of weeks she has been in receipt of SMP or maternity allowance.

### 5 NOTIFICATION REQUIREMENTS

5.1 Before completing the notices referred to below, employees are encouraged to discuss them with their manager/a member of the Human Resources department.

5.2 If an employee wants to take SPL they must notify us in writing before they would like their SPL to begin by providing the following notices:

- (a) **"notice of entitlement to take SPL/ShPP"** (Forms A and B) – these provide provisional notice of their intention to take leave and pay (**use notice template Form A if the employee is the mother and Form B if the employee is the father/partner of the mother**). Employees are encouraged to provide this notice as soon as possible and it must be given at least eight weeks before the date they intend SPL to start; and
- (b) **"booking notice"** (Form C) – this provides firm notice of the start and end dates of an employee's leave and can be given at the same time as the provisional notice of entitlement to take SPL/ShPP (in which case an employee need only complete the notice on either Form A or B confirming 'firm' notice), or can be given later provided it is given at least eight weeks before the date they intend SPL to start (**use firm booking notice – Form C**).

5.3 The notice of entitlement to take SPL/ShPP will advise us of:

- (a) the employee's name and the name of the other parent/their partner;
- (b) the name and address of the other parent's/their partner's employer, or if self-employed, their business address;
- (c) the child's expected week of birth and actual date of birth (if known);
- (d) if the employee is the child's mother, the start and end dates of their maternity leave;
- (e) if the employee is the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or maternity allowance period;

- (f) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, (or if the mother is not entitled to maternity leave, the number of weeks' SMP or maternity allowance period) taken or to be taken;
  - (g) how much of that SPL will be allocated to the employee and how much will be allocated to the other parent/their partner (the employee can subsequently change the allocation by giving us a further written notice, and the employee does not have to use their full allocation);
  - (h) if the employee is claiming statutory shared parental pay (**ShPP**), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or maternity allowance period taken or to be taken;
  - (i) how much of that ShPP will be allocated to the employee and how much will be allocated to the other parent/their partner (the employee can subsequently change the allocation by giving us a further written notice, and the employee does not have to use their full allocation);
  - (j) an indication of the pattern of leave the employee is thinking of taking, including suggested start and end dates. This indication will not be binding at this stage, but it would be helpful for the employee to give as much information as they can about their future intentions; and
  - (k) declarations by the employee and the other parent/their partner that they meet the statutory conditions for entitlement to SPL and ShPP.
- 5.4 If after submitting the **notice of entitlement** (using either Form A or B as applicable without confirming 'firm notice') to take SPL/ShPP an employee changes their mind about their intention to take leave and pay they can do this by submitting a further notice of entitlement, using either Form A or B as appropriate, provided this is done before they have given a booking notice in respect of the relevant period of leave. There is no limit on the number of notices of entitlement an employee can give although the Company encourages employees to consider carefully the possible disruption too many changes may have on the business. However, an employee is only entitled to give up to three separate **booking notices**.
- 5.5 HR will respond in writing to the employee's notice of entitlement to take SPL/ShPP to outline entitlements.

## 6 ENDING MATERNITY LEAVE

- 6.1 If an employee is the child's mother and is taking or intends to take maternity leave, and they or the child's father/their partner wish to take SPL, they must give us at least eight weeks' written notice stating that their maternity leave will end (a "**leave (and pay) curtailment notice**" – Form D).
- 6.2 A leave curtailment notice can be given before or after the birth but the date on which the employee's maternity leave ends must fall at least two weeks after the birth.
- 6.3 The employee must also give us, at the same time as their leave curtailment notice, their **notice of entitlement** to take SPL/ShPP or a written declaration signed by the employee that the child's father/their partner has given his or her employer notice of entitlement and intention to take SPL/ShPP and that the employee has given the necessary declarations in that notice.
- 6.4 The other parent/the employee's partner may be eligible to take SPL from their employer before the employee's maternity leave ends, provided they have given the leave curtailment notice.
- 6.5 The leave curtailment notice is binding and cannot be revoked save in limited circumstances, namely that while the employee is still on maternity leave:
- (a) they become aware that neither they nor the other parent/their partner is eligible for SPL/ShPP, in which case they can revoke the leave curtailment notice in writing up to eight weeks after it was given;
  - (b) they gave the leave curtailment notice before birth in which case they can revoke the leave curtailment notice up to six weeks after birth, or up to 8 weeks after it was given, whichever is the later; or
  - (c) the other parent/their partner has died.
- 6.6 An employee cannot submit a second leave curtailment notice once they have revoked a leave curtailment notice, unless the leave curtailment notice was given before the birth.
- 6.7 If an employee is the child's father or the mother's partner, before their SPL can begin, the child's mother must have done one of the following:
- (a) returned to work;
  - (b) given binding notice to their employer of the date they intend to end their maternity leave (i.e. a leave curtailment notice); or
  - (c) given notice to end maternity pay or maternity allowance (if they are not entitled to maternity leave, for example, if they are an agency worker or are self-employed).

## **7 PROCEDURE FOR REQUESTING BLOCKS OF LEAVE**

- 7.1 An employee must submit a booking notice (see *Notification requirements* above) to the Human Resources Department to confirm their intention to take SPL and ShPP, the start and end dates of their SPL, and the dates on which they wish to claim ShPP. This can be given at the same time as the notice of entitlement to take SPL/ShPP (see above) or it can be given later, provided that it is given at least eight weeks before the date the employee intends their SPL to start.
- 7.2 Where an employee's booking notice sets out dates for a single continuous block of SPL, they will be entitled to take the leave as set out in the notice.
- 7.3 We may, in some cases, be willing to consider a booking notice where it is proposed that the SPL be taken in more than one single continuous block. Employees are encouraged to discuss this with their manager and the Human Resources department in advance of submitting their notice of entitlement to take SPL/ShPP. This will give us as much notice as possible to consider the request and allow time for us to discuss the arrangements with the employee in order to minimise disruption to the business and try to agree a pattern of leave with them from the start.
- 7.4 If we are unable to agree to a request for blocks of leave straight away, we will discuss the employee's request with them in the two week period beginning on the date we receive their formal notice. At the end of this two week discussion period, we will confirm any agreed arrangements in writing.
- 7.5 If we are unable to agree a pattern of leave, the employee will be entitled to take the full amount of the requested SPL in one continuous block, starting on the start date given in your notice. For example, if the employee requested two blocks of three weeks each, they will be entitled to one six week block. Alternatively, they may:
- (a) choose a new start date (which must be at least eight weeks after their original booking notice was given), so long as they provide that date within five days of the end of the two week discussion period; or
  - (b) withdraw their booking notice within two days after the end of the two week discussion period (in which case it will not be counted and they may submit a new one if they choose).
- 7.6 All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the organisation against any adverse impact to the business.
- 7.7 Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.
- 7.8 An employee is entitled to give up to three separate booking notices.

## **8 CHANGING SPL DATES OR CANCELLING YOUR SPL**

- 8.1 If having submitted a booking notice, in respect of a particular period of leave, an employee wishes to vary or cancel their chosen start date of SPL, they must notify us in writing at least eight weeks before the start date in the booking notice.
- 8.2 If an employee wishes to bring forward the chosen start date or end date, their proposed new start date or new end date must be at least eight weeks from the date they notify us of the change. See *Return to work* below for more information.
- 8.3 If an employee is changing their dates because their child has been born earlier than the EWC, and they intended for their SPL to start less than eight weeks after the birth, they do not need to give eight weeks' notice. However, the employee is asked to notify us in writing of the change as soon as possible.
- 8.4 A notice to cancel or change a period of leave will count as one of the employee's three booking notices, unless:
- (a) the variation is a result of their child being born earlier or later than the EWC;
  - (b) the variation is a new start date and they have told us within five days after the end of the two week discussion period as set out above (see *Blocks of Leave*); or
  - (c) the variation is at our request.

## **9 SHARED PARENTAL PAY**

- 9.1 During an employee's SPL they may be entitled to up to 39 weeks' statutory Shared Parental Pay (ShPP) (less any SMP or maternity allowance claimed by them or their partner). ShPP is paid at the rate set by the Government each year. If an employee is eligible to receive ShPP (see below) and they or their partner (as applicable) ends maternity leave and pay (or maternity allowance) early, then they can share with their partner the rest of the 39 weeks' pay (up to a maximum of 37 weeks) as ShPP.
- 9.2 To claim ShPP an employee needs to complete the notice of entitlement to take SPL/ShPP (Form A or B as applicable).

9.3 An employee will qualify for ShPP if:

- (a) they have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and remain in continuous employment until the first week ShPP has begun;
- (b) their average weekly earnings are not less than the lower earnings limit set by the government in the eight week period up to and including the Qualifying Week;
- (c) they intend to care for the child during each week ShPP is payable; and
- (d) the mother has given notice to end her SMP or maternity allowance.

## 10 **ENDING MATERNITY PAY**

- 10.1 If an employee is the child's mother and is taking or intending to take maternity leave, they must provide at least eight weeks' written notice stating that their SMP or maternity allowance will end (a "**pay curtailment notice**" – Form D). This can be provided before or after the birth but the date on which the employee's SMP/maternity allowance ends must fall at least two weeks after the birth.
- 10.2 The other parent/the employee's partner may be eligible to take ShPP from their employer before their SMP/maternity allowance ends, provided they have given the pay curtailment notice.
- 10.3 The pay curtailment notice is binding and cannot be revoked save in limited circumstances, namely that while an employee is still entitled to receive SMP/maternity allowance:
  - (a) they gave the pay curtailment notice before birth in which case they can revoke the pay curtailment notice up to six weeks after birth, or up to eight weeks after it was given, whichever is the later; or
  - (b) the other parent/their partner has died.
- 10.4 An employee cannot submit a second pay curtailment notice once they have revoked a pay curtailment notice, unless the pay curtailment notice was given before the birth.

## 11 **TERMS AND CONDITIONS DURING SPL**

During SPL, all contractual benefits except basic pay will be maintained. These are detailed below.

### ***Company Cars/Cash in lieu of Car***

- 11.1 The provision of a company car or cash allowance will continue to be provided during SPL.
- 11.2 If an employee does not wish to retain their car, whilst on leave, they must give their Manager at least 2 weeks' notice of their intention to return the vehicle.

### ***Mobile Telephone and Laptop***

- 11.3 If an employee has the use of a mobile phone and/or laptop for business purposes, they will be required to return these to the Company prior to commencing SPL.

### ***Pension***

- 11.4 For information on pension or healthcare, please contact Human Resources.

## 12 **HOLIDAY ENTITLEMENT**

- 12.1 Before an employee starts their SPL, the Company will calculate
  - (a) how much holiday they have accrued but not taken as at the SPL start date; and
  - (b) how much holiday they will accrue during their SPL.
- 12.2 Employees will accrue contractual holiday (inclusive of statutory holiday) and bank holidays during SPL.
- 12.3 Employees should endeavour to take all holiday accrued up to their SPL commencement date (i.e. (a) above) before their SPL start date. However if this is not possible they will be entitled to take this holiday immediately after the end of their SPL.
- 12.4 Employees should endeavour to take any holiday accrued during their SPL (i.e. (b) above) immediately after the end of their SPL (and for this purpose, if their SPL ends in the following holiday year, they will be entitled to roll over any accrued but untaken holiday).
- 12.5 Employees should also try to agree with the Company prior to the commencement of their SPL, when they will take their holiday, by submitting a holiday booking form to their manager. These holiday arrangements will

then be verified by their manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of SPL, such arrangements should be agreed as soon as reasonably practicable, and verified by either the employee's manager or the Payroll Department.

- 12.6 If an employee takes in excess of their accrued leave entitlement the Company may make a payroll deduction in respect of the excess.

### 13 **KEEPING IN TOUCH**

- 13.1 The Company may make reasonable contact with an employee from time to time during their SPL although we will keep this to a minimum. This may include contacting them to discuss arrangements for their return to work.
- 13.2 While on SPL, an employee may request, or be requested, to attend work or training on up to 20 days without bringing SPL to an end, or losing entitlement to ShPP/ SMP/ maternity allowance, as applicable. These are referred to as "Shared Parental Leave In Touch" ("SPLIT") days. SPLIT days are not compulsory and must be discussed and agreed with the employee's manager and the Human Resources department.
- 13.3 Employees will be paid at their normal basic rate of pay for time spent working on a SPLIT day and this will be inclusive of any ShPP entitlement.
- 13.4 This is in addition to any KIT days that employees may have taken during maternity leave. Any SPLIT day taken will not extend employees' SPL entitlement.

### 14 **RETURN TO WORK**

- 14.1 The Company will assume that the employee will return to work on the date they notified us in their booking notice.

#### Returning early

- 14.2 If an employee decides to return early from SPL, they must provide at least eight weeks' written notice of their intended return date. If they fail to provide sufficient notice, we are entitled to postpone their return so that we have the full benefit of eight weeks' notice.
- 14.3 If an employee has already given three booking notices, they will not be able to end their SPL early without the Company's agreement.

#### Returning late

- 14.4 If an employee would like to return later than expected from SPL, they should either:
- (a) submit a further booking notice at least eight weeks before the day they were due to return to work, so long as they have SPL entitlement remaining and have not already submitted three booking notices;
  - (b) request unpaid parental leave (in accordance with the Parental Leave policy, giving us as much notice as possible but not less than 21 days); or
  - (c) request paid annual leave in accordance with their contract of employment agreement to which will be at our discretion.
- 14.5 If an employee is unable to return to work at the end of SPL due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

#### Employees' rights upon return

- 14.6 Wherever possible, we will endeavour to ensure that on returning from SPL, employees will return to the position they held before starting SPL on the same terms and conditions. However, if an employee's period of SPL and any maternity or paternity leave totals more than 26 weeks, (or if the employee returns to work after a period of more than 4 weeks' statutory parental leave combined with SPL, maternity, paternity or adoption leave of whatever duration) and it is not reasonably practicable for them to return to the same position, they will be offered a suitable and appropriate position on terms and conditions that are not less favourable to them.

#### Employees wishing to leave the Company's employment

- 14.7 If an employee does not intend to return to work, or is unsure as to whether or not they will return, it is helpful for them to discuss this with us as early as possible. If an employee decides not to return they should give notice of their resignation in accordance with the terms of their contract. The amount of SPL left to run when employees give notice must be at least equal to their contractual notice period, otherwise we may require them to work for the remainder of the notice period.
- 14.8 Once an employee has given notice that they will not be returning to work, they cannot change their mind without the Company's agreement.

*Flexible working requests*

- 14.9 If employees would like to return to work on a changed working pattern (such as working part-time) after SPL, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.
- 14.10 If employees are dissatisfied with any decision made in respect of their SPL rights they should use the Company's formal Grievance Procedure to raise their concerns.
- 15 **FORMS – APPENDIX REFERENCES IN SHARED PARENTAL LEAVE POLICY AND PROCEDURE**
- (a) Notice of Entitlement (Mother) to take SPL/ShPP (Form A) – Appendix 1
  - (b) Notice of Entitlement (Father/Partner) to take SPL/ShPP (Form B) – Appendix 2
  - (c) Booking Notice (Form C) – Appendix 3
  - (d) Leave and Pay Curtailment Notice (Form D) – Appendix 4

## **SHARED PARENTAL LEAVE POLICY& PROCEDURE (ADOPTION) (7/2018)**

Eligible employees can take Shared Parental Leave ("SPL") and/or Shared Parental Pay ("ShPP") in relation to the adoption of a child.

This policy outlines employees' entitlement to SPL and ShPP and sets out the arrangements for taking it. This policy does not apply to agency workers or to the self-employed.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 15 below for the appendix references).

### **Terms frequently used in this policy**

**Primary Adopter** - the adoptive parent who elects to take adoption leave or SAP (if not entitled to take adoption leave)

**Parent** - one of two people who together are partners and who will each (apart from the other parent) have the main responsibility for the child's upbringing

**Partner** – your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew

**Qualifying Week** – the week (starting on a Sunday) in which you or your Partner (or both) are notified in writing by an adoption agency of having been matched with a child for adoption

**SAP** – Statutory Adoption Pay

**Secondary Adopter** – the partner of the Primary Adopter

## **1 OVERVIEW OF SPL**

- 1.1 SPL is a form of leave available to working parents to enable them to share in the upbringing of their child following adoption.
- 1.2 SPL can only be taken if the Primary Adopter serves notice to bring her adoption leave to an end and to share the remaining available leave as SPL.
- 1.3 Eligible parents can take up to 50 weeks' SPL between them.
- 1.4 SPL may be taken by parents at the same time or at different times.
- 1.5 For the Primary Adopter, SPL cannot begin until two weeks after placement for adoption and, for the Secondary Adopter, SPL will usually be taken after taking ordinary paternity leave.
- 1.6 SPL must end no later than 52 weeks after placement for adoption.
- 1.7 The Secondary Adopter is entitled to two weeks' paternity leave, provided this is taken before their SPL starts.
- 1.8 In order to take SPL/ShPP an employee must
  - (a) Satisfy eligibility requirements (see *Eligibility for SPL* below)
  - (b) Serve the appropriate notices (see *Notification requirements* below).

## **2 ELIGIBILITY FOR SPL**

- 2.1 Not all parents are eligible for SPL.
- 2.2 An employee will be entitled to SPL if at the date of the child's placement for adoption they share the main responsibility for the care of the child with the other parent/their partner, where the employee is either:
  - (a) the Primary Adopter and shares caring responsibility with the Secondary Adopter; or
  - (b) the Secondary Adopter and shares caring responsibility with the Primary Adopter.
- 2.3 Each of the following conditions must also be fulfilled:
  - (a) the employee must:
    - (i) have at least 26 weeks' continuous employment with us by the end of the Qualifying Week; and
    - (ii) still be employed by us in the week before SPL is to be taken;

- (b) the other parent/the employee's partner must have worked (whether employed or self-employed) for any 26 out of the 66 weeks before the Qualifying Week and have average earnings of at least a certain minimum amount per week as prescribed by law for any 13 of those weeks;
- (c) if the employee is the Primary Adopter they must be eligible for adoption leave or SAP, or if the employee is the partner of the Primary Adopter, the Primary Adopter must be eligible for adoption leave or SAP; and
- (d) the employee and the Secondary Adopter must have given the appropriate notices and declarations referred to below (including the Primary Adopter's notice to end adoption leave or SAP (as applicable)).

### 3 EVIDENCE REQUIRED

3.1 To qualify for SPL an employee must also provide within 14 days of request:

- (a) documentary evidence issued by the adoption agency that matched the employee (or the employee's partner) with the child which confirms:
  - i. the name and address of the adoption agency;
  - ii. the date on which the employee (or the employee's partner) was notified that the employee (or the employee's partner) had been matched with the child;
  - iii. the date on which the agency expects to place the child with the employee (or the employee's partner); and
- (b) the name and address of the employee's partner's employer, or if they are self-employed, their business address, or a signed declaration that they have no employer (as applicable). The Company may engage with this employer, or with the employee's partner to ensure that all administrative and evidential requirements for the sharing of SPL and ShPP are fulfilled; and
- (c) any other information which the Company requests.

### 4 EMPLOYEES' ENTITLEMENT TO SPL

- 4.1 In the event that the eligibility and evidential requirements are satisfied, the total amount of SPL available is 52 weeks, less either:
- (a) the number of weeks spent by the Primary Adopter on adoption leave (including the two week period immediately after placement for adoption); or
  - (b) if the Primary Adopter is not entitled to adoption leave, the number of weeks she has been in receipt of SAP.

### 5 NOTIFICATION REQUIREMENTS

- 5.1 Before completing the notices referred to below, employees are encouraged to discuss them with their manager/a member of the Human Resources department.
- 5.2 If an employee wants to take SPL they must notify us in writing before they would like their SPL to begin by providing the following notices:
- (a) **"notice of entitlement to take SPL/ShPP"** (Forms A and B) – these provide provisional notice of their intention to take leave and pay (**use notice template Form A if the employee is the Primary Adopter and Form B if the employee is the partner of the Primary Adopter**). Employees are encouraged to provide this notice as soon as possible and it must be given at least eight weeks before the date they intend SPL to start.; and
  - (b) **"booking notice"** (Form C) – this provides firm notice of the start and end dates of an employee's leave and can be given at the same time as the provisional notice of entitlement to take SPL/ShPP (in which case an employee need only complete the notice on either Form A or B confirming 'firm' notice), or can be given later provided it is given at least eight weeks before the date they intend SPL to start (**use firm booking notice Form C**).
- 5.3 The notice of entitlement to take SPL/ShPP will advise us of:
- (a) the employee's name and the name of the other parent/their partner;
  - (b) the name and address of the other parent's/their partner's employer, or if self-employed, their business address;
  - (c) the date the child will be placed with the employee;
  - (d) if the employee is the Primary Adopter, the start and end dates of their adoption leave, or if you are not entitled to adoption leave, the start and end dates of any SAP;
  - (e) if the employee is the Secondary Adopter, the start and end dates of the Primary Adopter's adoption leave, or if they are not entitled to adoption leave, the start and end dates of any SAP;

- (f) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave, (or if the Primary Adopter is not entitled to adoption leave, the number of weeks' SAP) taken or to be taken;
  - (g) how much of that SPL will be allocated to the employee and how much will be allocated to the other parent/their partner (the employee can subsequently change the allocation by giving us a further written notice, and the employee does not have to use their full allocation);
  - (h) if the employee is claiming statutory shared parental pay (**ShPP**), the total ShPP available, which is 39 weeks minus the number of weeks of the SAP period taken or to be taken;
  - (i) how much of that ShPP will be allocated to the employee and how much will be allocated to the other parent/their partner (the employee can subsequently change the allocation by giving us a further written notice, and the employee does not have to use their full allocation);
  - (j) an indication of the pattern of leave the employee is thinking of taking, including suggested start and end dates. This indication will not be binding at this stage, but it would be helpful for the employee to give as much information as they can about their future intentions; and
  - (k) declarations by the employee and the other parent/their partner that they meet the statutory conditions for entitlement to SPL and ShPP.
- 5.4 If after submitting the **notice of entitlement** (using either Form A or B as applicable without confirming 'firm notice') to take SPL/ShPP an employee changes their mind about their intention to take leave and pay they can do this by submitting a further notice of entitlement, using either Form A or B as appropriate, provided this is done before they have given a booking notice in respect of the relevant period of leave. There is no limit on the number of notices of entitlement an employee can give although the Company encourages employees to consider carefully the possible disruption too many changes may have on the business. However, an employee is only entitled to give up to three separate **booking notices**.
- 5.5 HR will respond in writing to the employee's notice of entitlement to take SPL/ShPP to outline entitlements.

## 6 **ENDING ADOPTION LEAVE**

- 6.1 If an employee is the Primary Adopter and is taking or intends to take adoption leave, and they or the Secondary Adopter wish to take SPL, they must give us at least eight weeks' written notice stating that their adoption leave will end (a "**leave (and pay) curtailment notice**" – Form D).
- 6.2 A leave curtailment notice can be given before or after the start of adoption leave but the date on which the employee's adoption leave ends must fall at least two weeks after the first day of adoption leave.
- 6.3 The employee must also give us, at the same time as their leave curtailment notice, their **notice of entitlement** to take SPL/ShPP or a written declaration signed by the employee that the Secondary Adopter has given his or her employer notice of entitlement and intention to take SPL/ShPP and that the employee has given the necessary declarations in that notice.
- 6.4 The Secondary Adopter may be eligible to take SPL from their employer before the employee's adoption leave ends, provided they have given the leave curtailment notice.
- 6.5 The leave curtailment notice is binding and cannot be revoked save in limited circumstances, namely that while the employee is still on adoption leave:
- (a) they become aware that neither they nor the Secondary Adopter is eligible for SPL/ShPP, in which case they can revoke the leave curtailment notice in writing up to eight weeks after it was given;
  - (b) the other parent/their partner has died.
- 6.6 An employee cannot submit a second leave curtailment notice once they have revoked a leave curtailment notice.
- 6.7 If an employee is the Secondary Adopter, before their SPL can begin, the Primary Adopter must have done one of the following:
- (a) returned to work;
  - (b) given binding notice to their employer of the date they intend to end their adoption leave (i.e. a leave curtailment notice); or
  - (c) given notice to end SAP (if they are not entitled to adoption leave, for example, if they are an agency worker or are self-employed).

## 7 **PROCEDURE FOR REQUESTING BLOCKS OF LEAVE**

- 7.1 An employee must submit a booking notice (see *Notification requirements* above) to the Human Resources Department to confirm their intention to take SPL and ShPP, the start and end dates of their SPL, and the dates

on which they wish to claim ShPP. This can be given at the same time as the notice of entitlement to take SPL/ShPP (see above) or it can be given later, provided that it is given at least eight weeks before the date the employee intends their SPL to start.

- 7.2 Where an employee's booking notice sets out dates for a single continuous block of SPL, they will be entitled to take the leave as set out in the notice.
- 7.3 We may, in some cases, be willing to consider a booking notice where it is proposed that the SPL be taken in more than one single continuous block. Employees are encouraged to discuss this with their manager and the Human Resources department in advance of submitting their notice of entitlement to take SPL/ShPP notice. This will give us as much notice as possible to consider the request and allow time for us to discuss the arrangements with the employee in order to minimise disruption to the business and try to agree a pattern of leave with them from the start.
- 7.4 If we are unable to agree to a request for blocks of leave straight away, we will discuss the employee's request with them in the two week period beginning on the date we receive their formal notice. At the end of this two week discussion period, we will confirm any agreed arrangements in writing.
- 7.5 If we are unable to agree a pattern of leave, the employee will be entitled to take the full amount of the requested SPL in one continuous block, starting on the start date given in your notice. For example, if the employee requested two blocks of three weeks each, they will be entitled to one six week block. Alternatively, they may:
  - (a) choose a new start date (which must be at least eight weeks after their original booking notice was given), so long as they provide that date within five days of the end of the two week discussion period; or
  - (b) withdraw their booking notice within two days after the end of the two week discussion period (in which case it will not be counted and they may submit a new one if they choose).
- 7.6 All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the organisation against any adverse impact to the business.
- 7.7 Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.
- 7.8 An employee is entitled to give up to three separate booking notices.

## **8 CHANGING SPL DATES OR CANCELLING YOUR SPL**

- 8.1 If having submitted a booking notice, in respect of a particular period of leave, an employee wishes to vary or cancel their chosen start date of SPL, they must notify us in writing at least eight weeks before the start date in the booking notice.
- 8.2 If an employee wishes to bring forward the chosen start date or end date, their proposed new start date or new end date must be at least eight weeks from the date they notify us of the change. See *Return to work* below for more information.
- 8.3 A notice to cancel or change a period of leave will count as one of the employee's three booking notices, unless:
  - (a) the Company agrees otherwise;
  - (b) the variation is a new start date and they have told us within five days after the end of the two week discussion period as set out above (see *Blocks of Leave*); or
  - (c) the variation is at our request.

## **9 SHARED PARENTAL PAY**

- 9.1 During an employee's SPL they may be entitled to up to 39 weeks' statutory Shared Parental Pay (ShPP) (less any SAP claimed by them or their partner). ShPP is paid at the rate set by the Government each year. If an employee is eligible to receive ShPP (see below) and they or their partner (as applicable) ends adoption leave and pay early, then they can share with their partner the rest of the 39 weeks' pay (up to a maximum of 37 weeks) as ShPP.
- 9.2 To claim ShPP an employee needs to complete the notice of entitlement to take SPL/ShPP (Form A or B as applicable).
- 9.3 An employee will qualify for ShPP if:
  - (a) they have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and remain in continuous employment until the first week ShPP has begun;
  - (b) their average weekly earnings are not less than the lower earnings limit set by the government in the eight week period up to and including the Qualifying Week;

- (c) they intend to care for the child during each week ShPP is payable; and
- (d) the Primary Adopter has given notice to end SAP.

## 10 **ENDING SAP**

- 10.1 If an employee is the Primary Adopter and is taking or intending to take adoption leave, they must provide at least eight weeks' written notice stating that their SAP will end (a "**pay curtailment notice**" – Form D). This can be provided before or after the start of adoption leave but the date on which the employee's SAP ends must fall at least two weeks after the first day of adoption leave.
- 10.2 The Secondary Adopter may be eligible to take ShPP from their employer before their SAP ends, provided they have given the pay curtailment notice.
- 10.3 The pay curtailment notice is binding and cannot be revoked unless, while you are still entitled to SAP, the Secondary Adopter has died.
- 10.4 An employee cannot submit a second pay curtailment notice once they have revoked a pay curtailment notice.

## 11 **TERMS AND CONDITIONS DURING SPL**

During SPL all contractual benefits except basic pay will be maintained. These are detailed below.

### ***Company Cars/cash in lieu of car***

- 11.1 The provision of a company car or cash allowance will continue to be provided during SPL.
- 11.2 If an employee does not wish to retain their car, whilst on leave, they must give their Manager at least 2 weeks' notice of their intention to return the vehicle.

### ***Mobile Telephone and Laptop***

- 11.3 If an employee has the use of a mobile phone and/or laptop for business purposes, they will be required to return these to the Company prior to commencing SPL.

### ***Pension***

- 11.4 For information on pension or healthcare, please contact Human Resources.

## 12 **HOLIDAY ENTITLEMENT**

- 12.1 Before an employee starts their SPL, the Company will calculate
  - (a) how much holiday they have accrued but not taken as at the SPL start date; and
  - (b) how much holiday they will accrue during their SPL.
- 12.2 Employees will accrue contractual holiday (inclusive of statutory holiday) and bank holidays during SPL.
- 12.3 Employees should endeavour to take all holiday accrued up to their SPL commencement date (i.e. (a) above) before their SPL start date. However if this is not possible they will be entitled to take this holiday immediately after the end of their SPL.
- 12.4 Employees should endeavour to take any holiday accrued during their SPL (i.e. (b) above) immediately after the end of their SPL (and for this purpose, if their SPL ends in the following holiday year, they will be entitled to roll over any accrued but untaken holiday).
- 12.5 Employees should also try to agree with the Company prior to the commencement of their SPL, when they will take their holiday, by submitting a holiday booking form to their manager. These holiday arrangements will then be verified by their manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of SPL, such arrangements should be agreed as soon as reasonably practicable, and verified by either the employee's manager or the Payroll Department.
- 12.6 If an employee takes in excess of their accrued leave entitlement the Company may make a payroll deduction in respect of the excess.

## 13 **KEEPING IN TOUCH**

- 13.1 The Company may make reasonable contact with an employee from time to time during their SPL although we will keep this to a minimum. This may include contacting them to discuss arrangements for their return to work.

- 13.2 While on SPL, an employee may request, or be requested, to attend work or training on up to 20 days without bringing SPL to an end, or losing entitlement to ShPP, as applicable. These are referred to as "Shared Parental Leave In Touch" ("SPLIT") days. SPLIT days are not compulsory and must be discussed and agreed with the employee's manager and the Human Resources department.
- 13.3 Employees will be paid at their normal basic rate of pay for time spent working on a SPLIT day and this will be inclusive of any ShPP entitlement.
- 13.4 This is in addition to any KIT days that employees may have taken during adoption leave. Any SPLIT day taken will not extend employees' SPL entitlement.

## 14 **RETURN TO WORK**

- 14.1 The Company will assume that the employee will return to work on the date they notified us in their booking notice.

### Returning early

- 14.2 If an employee decides to return early from SPL, they must provide at least eight weeks' written notice of their intended return date. If they fail to provide sufficient notice, we are entitled to postpone their return so that we have the full benefit of eight weeks' notice.
- 14.3 If an employee has already given three booking notices, they will not be able to end their SPL early without the Company's agreement.

### Returning late

- 14.4 If an employee would like to return later than expected from SPL, they should either:
  - (a) submit a further booking notice at least eight weeks before the day they were due to return to work, so long as they have SPL entitlement remaining and have not already submitted three booking notices;
  - (b) request unpaid parental leave (in accordance with the Parental Leave policy, giving us as much notice as possible but not less than 21 days); or
  - (c) request paid annual leave in accordance with their contract of employment agreement to which will be at our discretion.
- 14.5 If an employee is unable to return to work at the end of SPL due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

### Employees' rights upon return

- 14.6 Wherever possible, we will endeavour to ensure that on returning from SPL, employees will return to the position they held before starting SPL on the same terms and conditions. However, if an employee's period of SPL and any adoption leave totals more than 26 weeks, (or if the employee returns to work after a period of more than 4 weeks' statutory parental leave combined with SPL, maternity, paternity or adoption leave of whatever duration) and it is not reasonably practicable for them to return to the same position, they will be offered a suitable and appropriate position on terms and conditions that are not less favourable to them.

### Employees wishing to leave the Company's employment

- 14.7 If an employee does not intend to return to work, or is unsure as to whether or not they will return, it is helpful for them to discuss this with us as early as possible. If an employee decides not to return they should give notice of their resignation in accordance with the terms of their contract. The amount of SPL left to run when employees give notice must be at least equal to their contractual notice period, otherwise we may require them to work for the remainder of the notice period.
- 14.8 Once an employee has given notice that they will not be returning to work, they cannot change their mind without the Company's agreement.

### Flexible working requests

- 14.9 If employees would like to return to work on a changed working pattern (such as working part-time) after SPL, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.
- 14.10 If employees are dissatisfied with any decision made in respect of their SPL rights they should use the Company's formal Grievance Procedure to raise their concerns.

15     **FORMS – APPENDIX REFERENCES IN SHARED PARENTAL LEAVE POLICY AND  
PROCEDURE**

- (a)     Notice of Entitlement (Primary Adopter) to take SPL/ShPP (Form A) – Appendix 1
- (b)     Notice of Entitlement (Secondary Adopter) to take SPL/ShPP (Form B) – Appendix 2
- (c)     Booking Notice (Form C) – Appendix 3
- (d)     Leave and Pay Curtailment Notice (Form D) – Appendix 4

## **EMPLOYEE HANDBOOK – JERSEY APPENDIX (7/2018)**

This Appendix sets out the main differences in the rights, rules and procedures contained in the UPS Employee Handbook (the "Handbook") as they affect those employees working in Jersey. These terms and conditions replace the terms and conditions set out in the Handbook, or in the case of new clause references add to those already contained within the Handbook, unless otherwise stated.

For the purposes of this Appendix, all references to the United Kingdom in the Handbook should be substituted with Jersey.

### **POLICY AND PROCEDURE ON SICKNESS**

#### **2 COMPANY SICK PAY BENEFIT**

- 2.4 In the alternate to the above, and in particular to SSP, employees may be entitled to a short term incapacity allowance from the Social Security Department. This will be dependent on the employee's social security contribution record.
- 2.5 Employees should also be aware that the Company may deduct any sickness benefits cheques received from Company sick pay.

#### **4 GENERAL CONDITIONS**

- 4.4 The Company reserves the right to request a medical certificate at any time during a period of absence due to sickness or injury. In any event, a medical certificate must be provided by employees to the Company for absence which exceeds two working days.

### **PARENTAL LEAVE POLICY AND PROCEDURE**

This policy does not apply to employees in Jersey. However, there is a separate Jersey Parental Leave Policy, please see below for further details.

### **ROAD TRANSPORT WORKING TIME POLICY**

This policy does not apply to employees in Jersey.

### **FLEXIBLE WORKING POLICY AND PROCEDURE**

This policy and procedure provides information on the statutory right to request to work flexibly. It also provides information on the procedural requirements associated with exercising this right. The statutory right given to employees does not provide an *automatic right* to work flexibly. Although careful consideration will be given to applications, it may not be viable for the Company to accommodate the employee's desired work pattern.

Once a new working pattern is agreed it will, subject to any trial period, result in a variation of the employee's terms and conditions of employment.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

All forms referred to in this policy and procedure are available from Human Resources (see Section 11 below for the appendix references).

#### **1 ELIGIBILITY CRITERIA TO REQUEST FLEXIBLE WORKING**

In order to make an application to work flexibly, the employee must meet each of the following criteria:

- (a) be an employee of the Company;
- (b) have 15 months' continuous service at the date of application; and
- (c) not have made another application to work flexibly during the last 12 months.

#### **2 WHAT KIND OF CHANGES CAN BE APPLIED FOR?**

Eligible employees are able to request a variation in their terms and conditions of employment if the change relates to:

- (a) a change to the hours they work (e.g. number of hours);
- (b) a change to the times when they are required to work (e.g. start and finish); or
- (c) where they are required to work i.e. home, the workplace (whether for all or part of the week).

The reason for the change must be to provide care for another person.

### 3 MAKING AN APPLICATION TO REQUEST FLEXIBLE WORKING

An employee interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.

An application under the right must:-

- Be in writing and dated (whether on paper, email or fax);
- State the application is being made under the statutory right to request a flexible working pattern;
- State the reason for the employee's request;
- Explain what effect, if any, the employee thinks the proposed change would have on the Company, their colleagues and on service delivery and how, in their opinion, any potential negative effects might be dealt with;
- Specify the current working pattern and the desired flexible working pattern applied for, including working days, hours and start and finish times;
- State the date on which it is proposed the change should become effective (this will normally be at least 3 months from the date of the request);
- State whether a previous application has been made to the Company and, if so, when it was made; and
- State whether the employee will be employed by the person for whom he or she will be providing care, and if any remuneration will be provided for the care.

Employees can provide the above information by completing the Flexible Working Application Form (Form A).

### 4 THE PROCEDURE

1. **The employee should send their request to their line manager.** Upon receipt of an application requesting flexible working, management will acknowledge receipt of the request by completing the confirmation slip on Form A. This allows the Company to confirm the date on which the application is made. Management will contact Human Resources to confirm the employee's eligibility.
2. If eligibility is confirmed, **a meeting to discuss the request will usually be arranged with the employee as soon as possible after the manager receives the request, at a date no later than 28 days of receipt of the request.** Human Resources will be present at this meeting.
3. In some cases, it may be possible to approve the request without a formal meeting, although it will usually be helpful for management to discuss the request with the employee to ensure it is the best solution. If approval is granted without such a meeting, such decision shall be conveyed to the employee within 28 days of the application.
4. The employee may be advised of their **right to be accompanied by a work colleague at any meeting under this procedure.** If a companion does attend, he or she can address meetings or confer with the employee but is not allowed to answer questions on the employee's behalf.
5. The initial meeting will provide management and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. The employee will be able to explain how the arrangements will accommodate their needs and discuss the impact the proposed working arrangements will have on their work and that of their colleagues. The meeting will also provide an opportunity to consider other working patterns should there be problems accommodating the desired work pattern outlined in the employee's application.
6. **Following the meeting,** Human Resources will write to the employee giving **notice of the decision** on the application. Such notice will ordinarily be given within six weeks of the application being made.

If a request is accepted, a Flexible Working Application Acceptance Form (Form B) will be completed providing a description of the new working pattern and stating the date from which the new working pattern is to take effect. If a trial period is to take place, the employee will be sent a letter in the form of the Trial Period Letter, which includes the date of the meeting to review the trial and discuss whether the change of work will be mutually agreeable. Once the new working pattern is agreed as a permanent change, then a written statement of changes to the employee's terms and conditions will be issued.

If a request is not accepted, a Flexible Working Application Rejection Form (Form C) will be issued, setting out clear business ground(s) for not accepting the application and providing sufficient explanation as to why the business ground(s) for refusal apply in the circumstances (see section 5 below). Form C will also set out the appeal procedure allowing the employee to **appeal against the decision within 14 days of notification of the Company's decision**. Appeals must be made in writing to the individual who rejected the original request with a copy sent to Human Resources on a Flexible Working Appeal Form (Form D).

7. In the event that an appeal is made by the employee, an **appeal hearing will be set up as soon as possible on receipt of the notice of appeal and will be held by an appropriate member of management in conjunction with Human Resources within 14 days of the Company receiving the employee's notice of appeal**. Again, the employee may be advised of their right to be accompanied by a work colleague or trade union representative. Where possible, the appeal will be conducted by a manager who has not been previously involved in considering the employee's request.

There is no need to hold an appeal meeting where, within 14 days after the day on which the notice is given, the manager upholds the appeal and notifies the employee of his decision in writing on the Flexible Working Appeal Reply Form (Form E) specifying any change in the terms and conditions of the employee's employment agreed to and stating the date from which the change in the terms and conditions of the employee's employment is to take effect.

8. If an appeal meeting has taken place, Human Resources will give the employee **notice of the appeal decision as soon as possible and in any event no later than 14 days from the appeal hearing**.

## 5 GROUNDS UPON WHICH A REQUEST CAN BE REJECTED

A manager may refuse an employee's flexible working request where it is considered that one or more of the following grounds applies:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Lack of work during the periods the employee proposes to work
- Planned structural changes
- If the employee receives, or would receive, remuneration for the care provided

In the event that an employee's application for flexible working is dismissed, Human Resources will need to give a detailed and sufficient explanation to the employee of why the ground(s) applies to the business and why it results in the refusal of the application. This level of explanation will also apply where an appeal is dismissed.

## 6 MULTIPLE REQUESTS

In the event of multiple employees requesting flexible working, the Company will ordinarily consider the requests in the order in which they were received. The requests will be judged on their own merits in the context of the needs of the business.

## 7 TIMING

Any request for flexible working made under this Policy (including any appeal) will be considered and a decision will be made within the time periods set out above. If a trial period is proposed then the parties will need to agree an extension of the decision period to take into account the trial.

## 8 WITHDRAWAL OF APPLICATION

The Company will treat an application for flexible working as withdrawn where the employee has:

- indicated, either orally or in writing, that they are withdrawing their application;
- failed to attend a meeting to discuss the application or the appeal meeting more than once without a reasonable explanation (i.e. fails to attend 2 meetings), or
- unreasonably refused to provide the company with information required to assess whether the contract variation should be agreed.

Where the employee has not confirmed in writing that the application is being withdrawn, the employee's manager/Human Resources will contact the employee to confirm his intentions. Management/Human Resources will confirm the withdrawal in writing.

Employees who are requesting flexible working should note that if they withdraw an application to work flexibly they will not be eligible to make another application for 12 months from the date their application was made.

## **9 INFORMAL PROCEDURE**

If the employee wishes to make an informal request for flexible working (either because the employee wants to make a temporary change to how they work or because the employee is not eligible to make a formal request) the employee should make a request to their line manager who will consider it according to the business and operational requirements. It will help the line manager to consider the employee's request if the employee:

- (a) makes their request in writing and confirms whether they wish any change to their current working pattern to be temporary or permanent;
- (b) provides as much information as the employee can about their current and desired working pattern, including working days, hours, start and finish times and the date from which the employee wants their desired working pattern to start; and
- (c) thinks about what effect the changes to the employee's working pattern will have on the work that the employee does and on their colleagues, as well as on the Company's service delivery and that of the employee's team or department. If the employee has any suggestions about dealing with any potentially negative effects, they should include these in the written application.

The employee's manager will advise the employee what steps will be taken to consider their request, which may include inviting the employee to attend a meeting, before advising the employee of the outcome of their request.

## **10 PROTECTION FROM DETRIMENT AND DISMISSAL**

Employees are protected from suffering a detriment or dismissal for exercising their right to request flexible working.

## **11 FORMS – APPENDIX REFERENCES IN FLEXIBLE WORKING POLICY AND PROCEDURE**

- (a) Flexible Working Application Form (Form A) – Appendix 1
- (b) Flexible Working Application Acceptance Form (Form B) – Appendix 2
- (c) Flexible Working Application Rejection Form (Form C) – Appendix 3
- (d) Flexible Working Appeal Form (Form D) – Appendix 4
- (e) Flexible Working Appeal Reply Form (Form E) – Appendix 5

## **PATERNITY LEAVE & PAY (BIRTH & ADOPTION) POLICY & PROCEDURE**

This policy does not apply to employees based in Jersey.

## **JERSEY PARENTAL LEAVE POLICY**

This policy sets out what rights employees have in relation to what is known as paternity leave in the UK but known as parental leave in Jersey. It also provides information on the procedural requirements associated with exercising those rights.

There is no right to shared parental leave in Jersey.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

### **1. WHAT IS PARENTAL LEAVE**

All employees are entitled to two weeks' unpaid leave upon the birth or adoption of a child.

An employee's entitlement to parental leave is not affected by the birth or expected birth of more than one child as a result of the same pregnancy. An employee's entitlement to parental leave is not affected by the placement for adoption as part of the same arrangement, or in the case of overseas adoption, by more than one child being adopted by the same arrangement.

Employees can choose to take either 2 separate weeks' or 2 consecutive weeks' leave.

Parental leave may only be taken during the period which begins with the day on which the child is born or placed for adoption, or in the case of overseas adoption, the date on which the child enters Jersey and ends:

- (a) 8 weeks after that day; or
- (b) In a case where the child is born or adopted before the first day of the expected week of its birth ("EWC") or adoption, 8 weeks after that day.

An employee may choose to begin parental leave on:

- (a) The date on which the child is born or adopted;
- (b) A date falling a specified number of days after the date on which the child is born or adopted;
- (c) A predetermined date after the first day of the EWC or adoption;

## **2. ENTITLEMENT TO PARENTAL LEAVE**

In order to be entitled to parental leave, the employee must be either:

- (a) The child's father or;
- (b) Married to, the civil partner of, or the partner of, the child's mother or adopter; or
- (c) Have, or expect to have responsibility for the upbringing of the child, or the main responsibility (apart from the responsibility of the mother or adopter) for the upbringing of the child.

## **3. NOTIFICATION AND EVIDENTIAL REQUIREMENTS FOR PARENTAL LEAVE**

Employees should notify the Company in writing of:

- (a) The intention to take parental leave;
- (b) The EWC or adoption;
- (c) The period of leave the employee has chosen to take; and
- (d) When the employee wants the leave to start.

In the case of an employee taking parental leave following the birth of a child, the notice must be submitted no later than the end of the 15th week before the EWC unless that is not reasonably practicable in which case the employee must submit it as soon as is reasonably practicable.

In the case of an employee taking parental leave following adoption leave, this notice must be submitted no more than 7 days after the date on which the adopter receives official notification of the adopter having been matched with the child for the purposes of adoption or, in the case of an overseas adoption, no more than 7 days after the employee receives notice of the date that the child is expected to enter Jersey or as soon as is reasonably practicable.

The Company may also request that employees provide a declaration and evidence that they have complied with and have satisfied the notice and evidential requirements.

Employees must notify the Company in writing as soon as is reasonably practicable after childbirth or adoption the date on which the child was born or adopted.

## **4. VARIATION OF START DATE**

Employees can change the chosen start date provided that the Company is given written notice.

If an employee would like their parental leave to begin on the date on which the child is born or adopted, the employee must give notice at least 28 days before the first day of the EWC.

If an employee would like their parental leave to begin on a date that is a specified number of days after the date on which the child is born or adopted, the employee must give notice at least 28 days before the date falling that number of days after the first day of the EWC or adoption.

If an employee would like their parental leave to begin on a predetermined date, the employee must give notice at least 28 days before that date.

If it is not reasonably practicable to give notice as above, the employee must give notice as soon as is reasonably practicable.

## **MATERNITY LEAVE & PAY POLICY & PROCEDURE**

This policy sets out what rights pregnant employees have in relation to maternity leave and pay. It also provides information on the procedural requirements associated with exercising those rights.

There is no right to shared parental leave in Jersey.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 18 below for the appendix references).

## **1. WHAT IS MATERNITY LEAVE**

Employees may be entitled to a maximum of 18 weeks' maternity leave depending on length of service.

### **1.2 Compulsory Maternity Leave (CML)**

All employees, irrespective of their length of service, will be entitled to 2 weeks' paid CML to be taken immediately following the birth of the child.

Employees cannot return to work during CML.

### **1.3 Ordinary Maternity Leave (OML)**

In addition to CML, employees will also be entitled to unpaid OML. However, the exact length of OML will depend on an employee's length of service. Employees will either be entitled to:

- 6 weeks' OML where the employee has less than 15 months' service ending with the beginning of the expected week of childbirth ("EWC"); or
- 16 weeks' OML where the employee has 15 months' or more service ending with the beginning of the EWC.

## **2 NOTIFICATION REQUIREMENTS FOR MATERNITY LEAVE**

Employees should inform the Company as soon as possible that they are pregnant. This is important as there may be health and safety considerations (see section 4).

In any event, employees must notify their immediate manager of their intention to take maternity leave no later than the end of the 15<sup>th</sup> week before the EWC, or as soon as reasonably practicable. The notification must be in writing and include:

- (a) The fact that the employee is pregnant;
- (b) The EWC;
- (c) The date on which she intends her OML period to start ("Intended Start Date").

For employees that are entitled to 16 weeks' OML, the Intended Start Date cannot be a date earlier than the beginning of the 11th week before the EWC.

For employees that are entitled to 6 weeks' OML, the Intended Start Date cannot be a date earlier than the beginning of the 6th week before the EWC.

The Notification of Intention to take Maternity Leave Form can be used for this purpose.

Evidence of (b) must be provided by supplying management with a certificate issued by a registered medical practitioner or a registered midwife stating the EWC.

Employees have the right to change their mind about when to start maternity leave, but must give 28 days' written notice in advance of the new or original start date (whichever is the earlier), unless this is not reasonably practicable.

Upon receipt of the employee's written plans (including any changes to plans), line management will forward these to HR to be processed. The Company will write to the employee within 28 days of receiving her notice about taking maternity leave. This letter will set out the date on which the employee is expected to return to work and will provide an overview of maternity entitlements.

### **2.1 Notification of change of return to work dates while on maternity leave**

If the employee wishes to return to work before the end of her full maternity leave period, she must give the Company four weeks' notice of her return to work. This notice requirement applies during OML. The Company can accept less notice at its discretion. Equally the Company may postpone an employee's return until the full four weeks' notice has been given provided it does not extend beyond the end of her OML.

If an employee originally notified the Company that she wished to return to work before the end of her maternity leave, and decides that she wishes to return to work later, she must give the Company notice of this new, later date of return at least four weeks before the earlier date.

If an employee wishes to postpone her return until after the end of her OML, she should request paid annual leave in accordance with her contract of employment, which will be at the Company's discretion.

Line management is responsible for notifying HR when the employee returns to work and updating HRIS if any changes are required to the employee's assignment.

### **3 ELIGIBILITY CRITERIA FOR A MATERNITY ALLOWANCE AND A MATERNITY GRANT**

Employees in Jersey are not entitled to receive Statutory Maternity Pay ("SMP"). Instead, they may be entitled to a maternity allowance and a maternity grant. An employee's entitlement to a maternity allowance from the Social Security Department is based on her social security contribution record. If an employee does not have the full required contribution record, she may still be entitled to a reduced allowance.

#### **3.1 How much and how long is the Maternity Allowance paid for?**

The Maternity Allowance is paid for a continuous period of up to 18 weeks at a weekly rate of £209.51 (or such other increased amount as the standard weekly rate is increased to by the Jersey Social Security department for the relevant tax year), irrespective of earnings. Employees must not work while receiving the allowance and will not be increased in the event of a multiple birth.

#### **3.2 How much is the Maternity Grant?**

The maternity grant is a single (tax free) payment of £628.53 (or such other increased amount as the standard weekly rate is increased to by the Jersey Social Security department for the relevant tax year), subject to an employee's social security contribution.

If an employee has multiple births she will receive this payment for each baby.

### **4 HEALTH & SAFETY**

The Health and Safety at Work (Jersey) Law 1989 and the Health and Safety (Work Experience) (Jersey) Regulations 2006 require that work-related risk assessments are undertaken in respect of new and expectant mothers and mothers who are breastfeeding. Once the employee has informed the Company that she is pregnant, recently given birth or is breastfeeding, the risk assessment must be organised by HR.

If the risk assessment identifies any specific risks that cannot be avoided, the Company will follow a series of steps to ensure that she is not exposed to that risk, such as making changes to working conditions, hours of work or offer suitable alternative work. If none of these steps are possible, this may ultimately result in suspending the employee on full pay to protect her new or un-born child.

For health and safety reasons an employee will not be permitted to return to work until at least 2 weeks after her baby is born.

### **5 TERMS AND CONDITIONS DURING MATERNITY LEAVE**

During maternity leave a woman's contract of employment continues, unless she or the Company expressly ends it or it expires. She has a statutory right to continue to benefit from the contractual terms and conditions of employment which would have applied to her if she had been at work instead of on leave except for the terms providing for her wages or salary.

### **6 ANNUAL LEAVE**

Before an employee starts her maternity leave, the Company will calculate:

- a) how much holiday she has accrued but not taken as at her maternity leave start date; and
- b) how much holiday she will accrue during her maternity leave

The employee will accrue contractual holiday (inclusive of statutory holiday) and bank holidays during CML and OML.

The employee should endeavour to take all holiday accrued **up to** her maternity leave commencement date (i.e. (a) above) before her maternity leave start date. However, if this is not possible she will be entitled to take this holiday immediately after the end of her maternity leave.

The employee should endeavour to take any holiday accrued **during** her maternity leave (i.e. (b) above) immediately after the end of her maternity leave (and for this purpose, if her maternity leave ends in the following holiday year, she will be entitled to roll over any accrued but untaken holiday).

The employee should also try to agree with the Company prior to the commencement of her maternity leave, when she will take her holiday, by submitting a holiday booking form to her manager. These holiday arrangements will then be verified by her manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of maternity leave, such arrangements should be agreed as soon as reasonably practicable, and verified by either her manager or the Payroll Department.

If an employee takes in excess of her accrued leave entitlement the Company may make a payroll deduction in respect of the excess.

## **7 COMPANY CARS/CASH IN LIEU OF CAR**

The provision of a Company car or cash allowance will continue to be provided during CML and OML.

Any employee not wishing to retain her car, whilst on leave, must give her Manager at least 2 weeks' notice of her intention to return the vehicle.

## **8 MOBILE TELEPHONE AND LAPTOP**

If the employee has the use of a mobile phone and/or laptop for business purposes, the employee will be required to return these to the Company prior to commencing maternity leave.

## **9 CONTACT DURING MATERNITY LEAVE**

The Company may make contact with the employee while she's on maternity leave, as long as the amount and type of contact is not unreasonable, to discuss a range of issues such as plans for returning to work or to keep her informed about important developments. The employee should also be kept informed about job and promotion opportunities that arise during maternity leave.

### **9.1 Keeping in touch days**

Where appropriate, the Company will provide employees the opportunity of working up to ten Keeping in Touch (KIT) days during maternity leave (except during CML). Such arrangements will be mutually agreed between the employee and her line manager. Work during OML may only take place by agreement. Therefore, the Company cannot require an employee to work during OML if she does not wish to, nor does an employee have the right to work KIT days if the Company does not agree to them.

The type of work an employee undertakes on KIT days is a matter for agreement between the Company and employee. However, such days may be used for any work which would ordinarily be classed as work under the employee's contract, for which she would be paid, but could be particularly useful in enabling an employee to attend a conference, undertake a training activity or attend a team meeting.

Any work done on any day during OML will count as a whole KIT day. In other words, if an employee comes in for a one-hour training session and does no other work that day, she will have used one of her KIT days.

Pay for work done on KIT days will be in accordance with the remuneration terms of the employee's contract prior to maternity leave. Management must ensure that the attendance system reflects any KIT Days that have been worked. Where KIT days are worked (irrespective of number of hours worked) employees will receive a day's pay. Where payable, the Maternity Allowance will be offset against a day's pay.

## **10 TERMS AND CONDITIONS AFTER MATERNITY LEAVE**

Employees returning to work during or at the end of CML or OML are entitled to return to the same job on terms and conditions as if they had not been away.

## **11 NOTICE REQUIREMENTS IF EMPLOYEE WISHES NOT TO RETURN**

An employee who does not wish to return to work after maternity leave must give the Company the notice of termination required under her contract of employment. Employment will cease on any date she notifies the Company in accordance with her notice obligations under her contract.

## **12 RETURN TO WORK AFTER MATERNITY LEAVE & ILLNESS**

If an employee is unfit for work following maternity leave due to illness, she will be treated as an employee absent on sick leave. The normal arrangements for sickness absence management will apply. Advice should be sought from HR.

An employee is protected from suffering a detriment if she does not return from maternity leave if the reason is connected with pregnancy or childbirth.

#### **13 REQUEST TO RETURN UNDER FLEXIBLE WORKING ARRANGEMENT**

If an employee would like to return to work on a changed working pattern (such as working part-time) after maternity leave, the Company will deal with any such requests on a case-by-case basis and in accordance with the Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.

#### **14 REDUNDANCY DURING MATERNITY LEAVE**

In the event that the employee's post is affected by a redundancy situation occurring during her maternity leave, the Company shall write to inform her of any proposals and shall invite her for consultation before any final decision is reached as to her continued employment.

#### **15 SHARED PARENTAL LEAVE**

There is no entitlement to shared parental leave in Jersey.

#### **16 PENSION**

For information on pension or healthcare, please contact Human Resources.

#### **17 TIME OFF FOR ANTE-NATAL CARE**

Pregnant employees are entitled to paid time off during working hours for ante-natal appointments made on the advice of a registered medical practitioner, registered midwife or registered health visitor.

Employees must give management notice of antenatal appointments and where possible try to arrange them as near as possible to the beginning or end of the working day. The Company may ask for evidence of antenatal appointments, except in the case of the very first appointment. Advice must be sought from HR if it is considered that an employee is requesting an unreasonable amount of time off for antenatal care.

#### **18 FORMS – APPENDIX REFERENCES IN MATERNITY LEAVE POLICY AND PROCEDURE**

- (a) Notification of Intention to take Maternity Leave Form – Appendix 1

### **ADOPTION LEAVE & PAY POLICY & PROCEDURE**

This policy sets out employees' rights to adoption leave where a child, aged under 18 years, is newly placed with them for adoption. It also provides information on the procedural requirements associated with exercising those rights.

There is no right to shared parental leave in Jersey.

This policy does not form part of any employee's contract of employment and can be amended or withdrawn at any time at the absolute discretion of the Company.

All forms referred to in this policy and procedure are available from Human Resources (see Section 17 below for the appendix references).

#### **1 WHAT IS ADOPTION LEAVE?**

An employee, whether male or female, who adopts a child of any age is entitled to unpaid adoption leave, specifically:

- (a) An employee with less than 15 months' service is entitled to 8 weeks' leave; and
- (b) An employee with 15 months' or more service is entitled to 18 weeks' leave.

There is no period of compulsory adoption leave.

An employee's entitlement to adoption leave is not affected by the placement for adoption of more than one child as part of the same arrangement or, in the case of an overseas adoption, by more than one child being adopted as part of the same arrangement.

An employee may choose to begin adoption leave on:

- (a) The date on which the child is placed with him or her for adoption or, in the case of an overseas adoption, the date on which the child enters Jersey;
- (b) A predetermined date which is no more than 14 days before the date on which the child is expected to be placed with the employee and no later than the date the child is placed;
- (c) A predetermined date which in the case of an overseas adoption is no more than 14 days before the child is expected to enter Jersey, and no later than the date the child enters.

An employee's partner, who is not taking adoption leave, is entitled to parental leave under the Parental Leave Policy set out separately in this Appendix.

## **2 ELIGIBILITY CRITERIA FOR LEAVE**

An employee is entitled to adoption leave in respect of a child provided the employee:

- (a) is the child's adopter; and
- (b) has either notified the approved adoption society that he or she agrees that the child should be placed with him or her and has agreed the date of placement or, in the case of an overseas adoption, has received an official notification; and
- (c) has given the Company notice of his or her intention to take adoption leave in respect of a child, specifying:
  - (i) the date on which the child is expected to be placed with him or her for adoption or, in the case of an overseas adoption, the date on which the child is expected to enter Jersey; and
  - (ii) the date on which the employee has chosen that his or her period of leave should begin.

There is no entitlement to surrogacy leave in Jersey.

## **3 NOTIFICATION REQUIREMENTS FOR ADOPTION LEAVE AND PAY**

Employees are required to give the Company written notification of their intention to take adoption leave along with the information set out at clause 2 (c) above. This notification must be in writing. The Notification of Intention to take Adoption Leave Form can be used for this purpose. The Company may also request that the employee provide evidence of the information notified under clause 2 (c) above.

Employees must notify their immediate manager no more than 7 days after being notified by the adoption agency or local authority of having been matched with a child, or no more than 7 days after the employee receives notice of the date the child is expected to enter Jersey, or as soon as reasonably practicable.

Employees in adoption cases have the right to change their mind about when to start adoption leave, provided that the employee has given notice of that change in writing to the Company.

Where the change is to provide for the employee's period of leave to begin on the date on which the child is placed with him or her for adoption or, in the case of an overseas adoption, the date on which the child will enter Jersey, at least 28 days' notice must be given the Company before the date specified in his or her original notice in order to change that date.

Where the change is to provide for the employee's period of leave to begin on a predetermined date (or a different predetermined date), at least 28 days' notice must be given to the Company before that date.

If it is not reasonably practicable to give notice 28 days' notice before whichever date is relevant, then notice should be given to the Company as soon as is reasonably practicable.

Upon receipt of the employee's notice, line management will forward this to HR to be processed. The Company will write to the employee within 28 days of notification. This letter will set out the date on which the employee is expected to return to work ("Expected Return Date") and will provide an overview of adoption entitlements.

### **3.1 Notification of change of return to work dates while on adoption leave**

If the employee wishes to return to work before the end of their full adoption leave period, they must give the Company four weeks' notice of their return to work. This notice requirement applies during adoption leave. The Company can accept less notice at its discretion. Equally the Company may postpone an employee's return until the full four weeks' notice has been given so long as this date does not fall beyond the Expected Return Date.

If an employee originally notified the Company that they wished to return to work before the end of their adoption leave, and decides to return to work later, they must give the Company notice of this new, later date of return at least four weeks before the earlier date.

If an employee wishes to postpone their return until after the end of their adoption leave, they should request paid annual leave in accordance with their contract of employment, which will be at the Company's discretion.

Line management is responsible for notifying HR when the employee returns to work and updating HRIS if any changes are required to the employee's assignment.

#### **4 ADOPTION GRANTS**

An employee may be entitled to an adoption grant. Employees are not entitled to Statutory Adoption Pay ("SAP").

#### **5 TERMS AND CONDITIONS DURING ADOPTION LEAVE**

During adoption leave the contract of employment continues unless the Company or employee expressly ends it or it expires. An employee has a statutory right to continue to benefit from the contractual terms and conditions of employment which would have applied had they been at work instead of on leave except for the terms providing for wages or salary.

#### **6 ANNUAL LEAVE AND ADOPTION LEAVE**

Before an employee starts adoption leave, the Company will calculate:

- (a) how much holiday they have accrued but not taken as at the adoption leave start date; and
- (b) how much holiday they will accrue during adoption leave.

The employee will accrue contractual holiday (inclusive of statutory holidays) and bank holidays during adoption leave.

The employee should endeavour to take all holiday accrued **up to** the adoption leave commencement date (i.e. (a) above) before the adoption leave start date. However, if this is not possible they will be entitled to take this holiday immediately after the end of the adoption leave period.

The employee should endeavour to take any holiday accrued **during** adoption leave (i.e. (b) above) immediately after the end of their adoption leave (and for this purpose, if their adoption leave ends in the following holiday year, they will be entitled to roll over any accrued but untaken holiday).

The employee should also try to agree with the Company prior to the commencement of adoption leave, when they will take their holiday by submitting a holiday booking form to their manager. These holiday arrangements will then be verified by the employee's manager or the Payroll Department. If it is not possible to agree holiday arrangements prior to the commencement of adoption leave, such arrangements should be agreed as soon as reasonably practicable, and verified by either the employee's manager or the Payroll Department.

If an employee takes in excess of their accrued leave entitlement, the Company may make a payroll deduction in respect of the excess.

#### **7 COMPANY CARS/CASH IN LIEU OF CAR**

The provision of the company car or the cash allowance will continue to be provided during adoption leave.

Any employee not wishing to retain their car, whilst on leave, must give their Manager at least 2 weeks' notice of their intention to return the vehicle.

#### **8 MOBILE TELEPHONE AND LAPTOP**

If the employee has the use of a mobile phone and/or laptop for business purposes, they may be required to return these to the Company prior to commencing adoption leave.

#### **9 CONTACT DURING ADOPTION LEAVE**

The Company may make contact with the employee while they are on adoption leave, as long as the amount and type of contact is not unreasonable, to discuss a range of issues such as plans for returning to work or to provide information about important developments. The employee should also be kept informed about job and promotion opportunities that arise during adoption leave.

##### **9.1 Keeping in touch days**

Where appropriate, the Company will provide employees the opportunity of working up to ten Keeping in Touch (KIT) days during adoption leave. Such arrangements will be mutually agreed between the employee and their line manager. Work during adoption leave may only take place by agreement. Therefore, the Company can not require an employee to work during adoption leave if they do not wish to, nor does an employee have the right to work KIT days if the Company does not agree to them.

The type of work an employee undertakes on KIT days is a matter for agreement between the company and employee. However, such days may be used for any work which would ordinarily be classed as work under the employee's contract, for which they would be paid, but could be particularly useful in enabling an employee to attend a conference, undertake a training activity or attend a team meeting.

Any work done on any day during the adoption pay or adoption leave period will count as a whole KIT day. In other words, if an employee comes in for a one-hour training session and does no other work that day, they will have used one of their KIT days.

Pay for work done on KIT days will be in accordance with the remuneration terms of their contract prior to adoption leave. Management must ensure that the attendance system reflects any KIT Days that have been worked. Where KIT days are worked (irrespective of number of hours worked) employees will receive a day's pay.

## **10 TERMS AND CONDITIONS AFTER ADOPTION LEAVE**

Employees returning to work during or at the end of adoption leave are normally entitled to return to the same job on terms and conditions as if they had not been away.

## **11 REDUNDANCY DURING ADOPTION LEAVE**

In the event that the employee's post is affected by a redundancy situation occurring during their adoption leave, the Company shall write to the employee to inform them of any proposals and invite them for consultation before any final decision is reached as to their continued employment.

## **12 NOTICE REQUIREMENTS IF EMPLOYEE WISHES NOT TO RETURN**

An employee who does not wish to return to work after adoption leave must give the Company the notice of termination required under their contract of employment. Employment will cease on any date they notify the Company in accordance with their notice obligations under their contract.

## **13 RETURN TO WORK AFTER ADOPTION LEAVE & ILLNESS**

If an employee is unfit for work following adoption leave due to illness, they will be treated as an employee absent on sick leave. The normal arrangements for sickness absence management will apply. Advice should be sought from HR.

## **14 FLEXIBLE WORKING REQUESTS**

If the employee would like to return to work on a changed working pattern (such as working part time) after adoption leave, we will deal with any such requests on a case-by-case basis and in accordance with our Flexible Working Policy. There is no right to insist on working part-time but the Company tries to accommodate requests wherever possible, bearing in mind the needs of the business. It is helpful that requests are made as early as possible.

## **15 SHARED PARENTAL LEAVE**

There is no right to shared parental leave in Jersey.

## **16 PENSION**

For information on pension or healthcare, please contact Human Resources.

## **17 FORMS – APPENDIX REFERENCES IN MATERNITY LEAVE POLICY AND PROCEDURE**

- (a) Notification of Intention to take Adoption Leave Form – Appendix 1

<b>POLICY/PROCEDURE VERSION INDEX</b>	<b>Reference</b>
Company Rules	2/2018
Policy and Procedure on Sickness	7/2018
Policy and Procedure on Absence	7/2018
Counselling, Disciplinary, Competency and Grievance Procedures, Appendix – Disciplinary Code	7/2018
Policy on Equal Opportunities, Anti-harassment and Bullying	2/2018
UPS International Employee Privacy Notice	5/2/2018
Social Media Guidelines	2/2018
Road Transport (Working Time) Regulations Policy (This policy does not apply to employees of United Parcel Service Jersey Limited)	2/2018
Time off for Dependants Policy and Procedure	2/2018
Parental Leave Policy and Procedure (Jersey employees to refer to the Parental Leave Policy in the Jersey Appendix)	7/2018
Flexible Working Policy and Procedure (Jersey employees to refer to the Flexible Working Policy and Procedure in the Jersey Appendix)	7/2018
Paternity Leave Policy and Procedure (Jersey employees to refer to the Parental Leave and Policy in the Jersey Appendix)	7/2018
Maternity Leave Policy and Procedure (Jersey employees to refer to the Maternity Leave and Pay Policy and Procedure in the Jersey Appendix)	7/2018
Adoption Leave Policy and Procedure (Jersey employees to refer to the Adoption Leave and Pay Policy and Procedure in the Jersey Appendix)	7/2018
Shared Parental Leave Policy and Procedure – Birth (This policy does not apply to employees of United Parcel Service Jersey Limited)	7/2018
Shared Parental Leave Policy and Procedure – Adoption (This policy does not apply to employees of United Parcel Service Jersey Limited)	7/2018
Jersey Appendix (applicable to Jersey Employees) – This sets out the main differences in the rights, rules and procedures contained in this handbook as they affect employees working in Jersey.	7/2018