

EMPLOYEE'S HANDBOOK

(Version Two 2021)

All Saints Parish Church, Kings Heath

All Saints Community Development Company Ltd.

All Saints Centre Community Projects Ltd

All Saints Community Catering

The Robin Centre

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All Saints Values

*The Statement of Values of All Saints Parish Church,
Kings Heath, Birmingham.*

"The Kingdom of God is like a grain of mustard seed which someone took and sowed in the garden. It grew and became a tree, and the birds of the air made nests in its branches" - *Luke 13:19*

The Roots...

the source of our life

All Saints Church is a local community of the world-wide Anglican Communion, a part of the Body of Christ on earth. We exist because of the love of God shown to us in Jesus Christ and the Kingdom of love, justice and peace he proclaimed. We are growing and developing in faith, sustained by the Holy Spirit.

The Trunk...

the worshipping community

We recognise that worship and mission go hand in hand; the worshipping community is a community of justice and peace and is open to all. We worship together as companions, drawn from all ages and backgrounds, on a journey of faith. We meet to celebrate the Eucharist; we also creatively use other forms of worship, expressing our faith in inclusive language. Our worship draws on the rich Anglican heritage with flexibility and openness. We recognise the contribution to it of art and music drawn from many sources and cultures. Through preaching and a variety of opportunities to learn, we study the Bible, address current concerns, and in discussion and prayer encourage one another to live out our faith in our everyday lives. Clergy and lay people share the task of leadership, acknowledging the equal ministry of women and men. We recognise that the work and service of Christ belongs to everyone. We aim to be welcoming to all. Children, young people, the elderly and refugees have a special place in our life together. We seek to support one another, helping each person to realise their gifts and caring especially for the sick, the house-bound and those in distress. We aim to meet the costs of maintaining church buildings and clergy for the sake of God's mission in Kings Heath and beyond.

The Branches.....

relating locally and globally

Our prominent buildings on the High Street and the work of our Community Development Project are a sign of our responsibility to proclaim the Gospel and express the love of God for everyone. We seek to serve the local community, especially the old, the young, refugees and others who are vulnerable, directly through groups we sponsor and indirectly by supporting schools and other caring agencies.

relationships

We follow the example of Jesus by affirming Christian love and recognising the fragility of human relationships. Therefore we uphold the ideal of life long faithfulness in marriage, are open to the re-marriage of divorced people and fully include those living with integrity in different family structures, including same-sex relationships. We protest against abuse in all relationships.

resources

We use our time, money and abilities responsibly so as to care for the earth, relieve suffering, confront injustice and help others, both locally and globally, in equitable relationships of mutual trust and learning.

daily life

We live as Christians in our daily life of work, home and leisure, as we commend the Gospel, help to build a just society and look for the face of God in all people.

God in others

In our search for the truth we are in relationship with Christians of other denominations, with people of other faiths and with all who work for justice and peace. We see God at work in all creation, especially in human creativity and particularly the arts and sciences, through which our humanity is deepened, enlarged, fed and challenged.

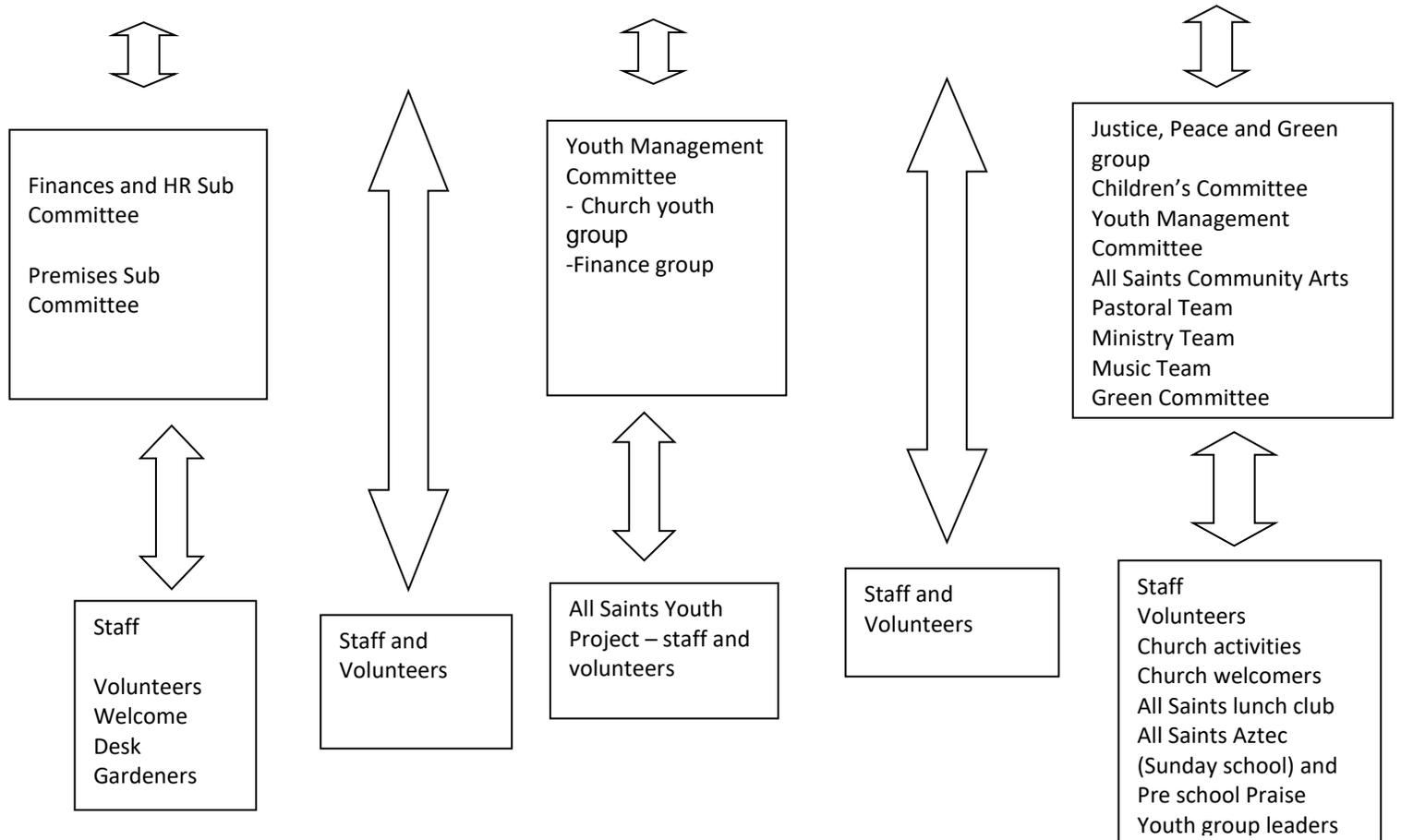
the future

Conscious of changing patterns of life around us, we ask God to lead us into new expressions of worship, ministry and mission.

Organisational Structure of the Family of All Saints

All Saints has a statement of values that provides guidelines and a framework of understanding for the life and witness of the congregation and for all work undertaken in wider society by the ‘family’ of All Saints: All Saints Parish Church, All Saints Community Development Company, All Saints Community Projects, the Robin Centre and All Saints Community Catering.

Oversight Committee



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Section one - Introduction

The PCC of All Saints Church ('the PCC') and the Board of Directors of the All Saints Community Development Company and All Saints Community Projects, the trustees of the Robin Centre and the committee members of All Saints Community Catering ('the Board') take their respective responsibilities as employers seriously and wish to treat their employees in a way that reflects the values of our faith and community.

The following information is relevant for all those employed by the PCC or by All Saints Organisations. (All Saints)

All employees will be expected to work within the Values Statement and the policies and procedures of the All Saints Organisation to which they are responsible. Some employees may have other conditions of service that relate to their particular role.

We are committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect. (see Dignity at work and Equal Opportunities policy)

Employees' duties are laid out in their job specification, Induction, their contract and this handbook.

All Saints Organisations reserve the right to vary the employee's duties from time to time as may be required by the business.

All Saints Organisations reserve the right to amend terms and conditions of employment from time to time, to take into account new or revised arrangements, policy changes, the needs of the service, new legislation and funding. Notification of any change will be made by way of an individual written notice.

We are aware that legislation and good practice changes. We will do our best to keep this handbook up to date.

The All Saints Organisation will employ the employee and the employee shall work for the All Saints Organisation under the terms of their contract and this Employees' handbook and our policies and procedures..

It is the employer's responsibility to give employees access to all policies and procedures and to support the employee in understanding them. It is the employee's responsibility to read and follow these and to ensure they understand them.

The first 3 months of the employment shall be a probationary period. All Saints may terminate the employment at any time during this period on 1 week's notice. All Saints may extend any period of probation at its discretion in order to assess the employee's performance and suitability for ongoing employment.

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Section two - Health and safety

All Saints wants to ensure that all its staff are working in a safe environment. Our Health and Safety policy sets out how we ensure this is the case. Please be aware that you have a statutory duty to observe all health and safety rules and to take all reasonable care and steps to promote the health and safety at work of yourself and your fellow employees. You must familiarise yourself with the Health and Safety policy in force from time to time and with all health and safety rules.

Health and safety information is displayed in the Hall of All Saints Centre. It is the responsibility of individual workers to read this notice. Employees are expected to be responsible for their own safety and the safety of co-workers, volunteers and users when fulfilling their role. This includes informing the appropriate person(s), as on the notice displayed, of any health and safety issues in the building.

The All Saints Organisations all have public liability and employer insurance

Section three - Sick pay

There is no sickness entitlement for those whose earnings are not above the National Insurance payment limit or for those working their probationary period

Line managers are responsible for keeping records of sickness and other absences. The entitlement to salary during a period when they are prevented from working by sickness or injury is as follows

- a. From the end of the probationary period and until completion of the first year's service, staff away sick are entitled to 2 weeks full pay pro rata. Following completion of the first year's service until 31st December they are entitled to pro-rata of 4 weeks' full pay and half pay for a second month.
- b. After this period the annual entitlement per calendar year is 4 weeks on full pay and half pay for second month.

After three years employment the annual entitlement per calendar year is eight weeks on full pay and half pay for eight weeks.

After five years employment the annual entitlement per calendar year is twelve weeks on full pay and six weeks on half pay.

In periods of continuous extended illness All Saints reserve the right to ask the employee to be examined by a medical practitioner at its expense with the report being supplied to the Board. It is a condition of employment that employees consent to such an examination

If you take over 50% of your entitlement of paid sick leave in any one year of service, we will want to review your sickness record with you. Such a review **may** result in a reduction of your sick leave entitlement in the following year of service. You are therefore entitled, and would be encouraged to invite a recognised trade union representative, or a colleague of your choice, to attend any such review with you. If a reduction of sick leave entitlement were decided upon, your entitlement to paid sick leave would progress annually as set out above.

- c. Any sick leave payment will be subject to the following conditions:
- i) Other than in exceptional circumstances, employees will, on the first morning inform their line-manager of their anticipated date of return. In the absence of being able to offer a return date they will update the manager or appropriate person on the third and fifth day of absence. Line managers are responsible for keeping records of sickness and other absences.
 - ii) A doctor's certificate must be obtained for any incapacity that lasts for more than seven calendar days. During continued absence, a further certificate must be obtained weekly.
 - iii) All Saints is required to pay employees statutory sick pay, which they will receive as part of basic salary. (In certain circumstances employees will be expected to apply to the Department of Social Security for SSP and will be informed when this is necessary. If a payment is then received, any amount by which the sum of salary and state sickness benefit exceeds then normal salary must be signed over).
 - iv) The sickness year runs from 1st January to 31st December.
 - v) Visits to doctors, dentists, opticians and hospital should be done outside working hours. When this is not possible, they should be booked as close to the beginning or end of the working day as possible.
- d. In the event of illness/sickness during working hours when an employee is unable to notify their next of kin, this will be done by the line-manager.

e. If the reason for your sickness or injury is the result of the action or inaction of another person and you or your representatives receive compensation from that other person, you will reimburse any sickness payments that we have made. Any sickness payments that we make to you until your claim for compensation is completed will be made as a loan.

f. If you are taken ill or are injured during any period of annual leave and this causes severe disruption of your holiday arrangements, you may apply for a further period of discretionary leave. We would normally expect this application to be supported by medical evidence.

g. Your line manager is responsible for keeping in contact with you during any period of absence due to sickness or injury to find out how you are getting on, how we can help your recovery and to discuss your prospects for returning to work. Your line manager should discuss with you a means of keeping in touch on a regular basis and should offer to visit you at home if you wish. Your line manager will keep a note of your illness or injury, of any particular health needs that you have and of your prospects for returning to work. This should enable us to help meet your health needs and to help your return to work.

If you are absent for more than two weeks your line manager will make sure that you are kept up to date with any significant developments in the organisation.

h. We will consider reasonable adjustments to your working practices or environment to help you back to work after periods of absence due to sickness or injury. In making reasonable adjustments, we will consider the content of any independent medical report. We may also seek an assessment from an occupational health specialist and the advice and support of the Access to Work scheme and/or organisations such as the Employers Disability Coalition. Reasonable adjustments may include working at home or reduced working hours.

We will, of course, consult with you over any reasonable adjustments that may be made. The trade union representative or a colleague of your choice may be involved in these consultations, if you choose.

i. If the medical prognosis indicates that you will be unable to return to work and we can no longer sustain your continuing absence, retirement on grounds of ill-health or termination of employment will be considered as appropriate.

If you have repeated short-term absences or long-term absences and the independent medical examination shows that there is no cause for these, disciplinary action may be

considered in accordance with our disciplinary procedure. Disciplinary action may include a reduction of entitlement to paid sick leave.

Section four - Holiday pay

In the absence of any contractual entitlement, entitlement is as follows:

- a. 28 days paid holiday per year, pro rata. (made up of 20 days plus 8 days bank holiday)

A record of holidays will be kept by the employee's line-manager.

Holidays must be taken by negotiation with the employee's designated line-manager and at times that are suitable for the delivery of the work and as in contractual arrangements. Holidays will not normally be permitted within the first three months of employment.

Holiday hours cannot be accumulated from employment year to employment year without specific prior authorisation of the employee's line-manager in exceptional circumstances.

Hours worked in excess of contract hours will not entitle the employee to additional payments but may be recognised as TOIL hours (Time off in lieu). TOIL hours may be taken as holidays by negotiation with line-manger. TOIL hours must be taken within a six-month period of their accruing. If not taken the entitlement will lapse.

Section five - Compassionate leave

That is leave arising out of personal hardship or difficulty (for example bereavement or illness of a close or dependant relative or for unforeseen circumstances) such as to necessitate a request for leave on compassionate grounds. Each request will be considered on its merits and leave may be granted with or without pay

The primary purpose of compassionate leave is to help employees to come to terms with the death of a loved one; a serious illness or injury involving a loved one; or serious personal relationship problems.

This policy does not apply in cases of domestic emergency. We have a separate policy on domestic emergencies.

If you are entitled to take time off under the statutory right to time off for dependants, any time off granted as compassionate leave is in addition to the time off available under the statutory right. We have a separate policy on time off for dependants.

Definitions

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Immediate Family Member	Your spouse, civil partner, partner, parent, child, sibling or grandparent
Dependant	Your spouse, civil partner, child or parent, and any person who lives at the same house as you (other than as a lodger, tenant or boarder) or who would reasonably rely on you for assistance or arrangements for care in the event of illness or injury.

Bereavement

In the event of the death of a member of your immediate family, you should contact your line manager to request compassionate leave. You should inform the manager of the need to take compassionate leave as soon as reasonably practicable. Each case will be viewed sympathetically and the amount of leave granted will depend on the individual's circumstances. The manager will take into account matters such as your relationship with the deceased, domestic responsibilities and travel requirements, but will not normally grant more than five days' paid leave.

In the case of death of another close relative (who is not your dependant), for example an aunt, uncle, cousin or parent-in-law, or a close friend, the employee may request paid/unpaid leave to attend the funeral.

Other circumstances where compassionate leave is available

Compassionate leave is available to come to terms with severe personal problems or the injury or critical illness of an immediate family member.

You should inform your line manager of the need to take compassionate leave as soon as reasonably practicable. In these circumstances you will normally be able to request to take a maximum of five days' paid/unpaid compassionate leave in a 12-month period. Each case will be viewed sympathetically and the outcome of your request will depend on the particular circumstances. We will take into account factors such as the nature of the situation and, if applicable, the closeness of the relationship.

If you wish to take further leave, you should request annual leave in the usual way.

Section six - Domestic emergencies

We recognise that employees will from time to time experience emergencies at home, such as a flood, fire or burglary. This policy, which applies to all employees, is intended to allow those who experience genuine domestic emergencies to take a reasonable amount of

unpaid time off work to deal with the emergency. The policy does not apply to planned events such as domestic repairs, refurbishment, building or trades work, installation of appliances, home deliveries, etc.

There is a separate policy relating to Time Off to Care for Dependants.

Procedure

If a domestic emergency happens, you should notify your manager as soon as it is reasonably practicable and explain the nature of the emergency and how much time off work you think you will need.

If your line manager is unavailable, please speak to an equivalent or more senior manager and then contact your line manager as soon as possible. While you are absent you should keep in reasonable contact with your manager and if there is any change in your anticipated return date you must let them know as soon as possible.

Pay

Time off for domestic emergencies is unpaid but you may be asked to make up the time taken

How much time off can be taken?

The right to time off for domestic emergencies will, in most cases, be one or two days. It is only the time necessary to deal with the immediate emergency. Once the immediate emergency has been taken care of, you are expected to return to work. If further time off is necessary you should arrange to take it as holiday, subject to the agreement of your line manager.

Section seven - Time off for emergencies involving a dependent

All employees are also entitled to take a reasonable amount of paid time off work to deal with an emergency or unexpected situation involving a dependent. However, all employees are required to contact their line manager as soon as possible indicating the nature of the emergency and giving an estimate as to how much time they are likely to require. The amount of time requested should be only what is necessary in order to make alternative arrangements.

Section eight -- Time Off for dependants policy

This policy relates to emergency situations involving dependants. It explains the right to take time off to manage unexpected or sudden problems relating to a dependant and make any

necessary longer-term arrangements. There are separate policies relating to Compassionate Leave and Domestic Emergencies.

Circumstances in which right to time off for dependants applies

All employees (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of unpaid time off to take necessary action:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted;
- to make arrangements for the provision of care for an ill or injured dependant;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves their child and occurs unexpectedly while the child is at school/other educational establishment.

For the purposes of this policy, a dependant is:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives with the employee other than as his/her employee, tenant, lodger or boarder;
- any other person who would reasonably rely on the employee for assistance if he/she fell ill or was injured or assaulted, or who would rely on the employee to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on the employee to make arrangements for the provision of care.

Procedure

If you need to take time off for dependants you should contact your line manager at the earliest opportunity. If you become aware of an emergency situation while at work, you should immediately speak to your line manager about leaving work early. You should explain:

- the reason for the absence; and
- how long you expect to be absent from work.

If your line manager is unavailable, please speak to an equivalent or more senior manager and then contact your line manager as soon as possible. While you are absent you should keep in reasonable contact with your manager and if there is any change in your anticipated return date you must let them know as soon as possible.

Pay

Time off for dependants is unpaid.

How much time off can be taken?

The right to time off for dependants will, in most cases, be one or two days. You must actively seek alternative longer-term arrangements for the care of a dependant as soon as possible after the emergency occurs.

If you are unable to make alternative arrangements, you must contact your manager and explain why further absence is required. If further time off no longer qualifies as time off for dependants, it is at our absolute discretion whether or not to grant annual leave or discretionary unpaid leave at short notice.

If you need to care for a dependant in circumstances falling outside the provisions of this policy, it may be helpful for you to consider a request for flexible working (please see our flexible working policy) but there are no guarantees that a request can be accommodated.

Providing false information

Please be aware that if you knowingly provide false information in relation to taking time off for dependants, this may be treated as a disciplinary matter which could potentially amount to gross misconduct.

Section nine - "Ordinary" parental leave policy**Introduction**

An employee is entitled to up to 18 weeks' **unpaid** parental leave per child if he/she is the birth or adoptive parent of a child who is under 18 years of age. To qualify for ordinary parental leave, employees must have completed at least one year's continuous service with the organisation.

"Ordinary parental leave" should not be confused with shared parental leave. Shared parental leave enables mothers/adopters to commit to ending their maternity/adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity/adoption leave and opt in to shared parental leave and pay at a later date. We have a separate policy on Shared parental leave.

Rights during "ordinary" parental leave

If you qualify for ordinary parental leave, you will be entitled to a maximum of 18 weeks' ordinary parental leave to be taken up until the child's 18th birthday.

During ordinary parental leave, you remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will also remain in force.

During parental leave you will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination from your employer to you;
- redundancy compensation; and
- disciplinary or grievance procedures.

If you are taking ordinary parental leave you will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination from you to your employer;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.

Conditions of "ordinary" parental leave

We have adopted the default scheme for the taking of ordinary parental leave and the following conditions apply:

- You may not exercise any entitlement to ordinary parental leave unless you have complied with any request we make to produce evidence of parenthood or parental responsibility. This could be in the form of a birth certificate or adoption papers.
- You must give proper notice of the period of leave that you propose to take. This notice must be given to us at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.
- If you are the father of the child in respect of whom the leave is to be taken and you request ordinary parental leave to begin when his child is born, your notice must specify the expected week of childbirth and the duration of the period of leave. You must give this notice at least 21 days before the expected week of childbirth.
- Where the ordinary parental leave is in respect of an adopted child and is to begin on the date of the placement, your notice must be given to us at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of ordinary parental leave requested.

- You may not take ordinary parental leave in blocks of less than one week (except in relation to a child who is disabled).
- You may not take more than four weeks' leave in respect of any individual child in any one year. For these purposes a year is the period of 12 months beginning when you first becomes entitled to ordinary parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.
- We may postpone a period of ordinary parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) in a situation where we consider that our work would be unduly disrupted if you take leave during the period requested. In such a case, we will allow you to take an equivalent period of ordinary parental leave beginning no later than six months after the commencement of the period originally requested. We will give you notice in writing of the postponement stating the reason for it and specifying suggested dates for you to take parental leave. Such notice will be given no more than seven days after your notice was given to the organisation.

Return from "ordinary" parental leave

When you return to work after a period of ordinary parental leave, you are entitled to return to the job in which you were employed prior to the absence if it was an isolated period of leave lasting four weeks or less.

If the period of parental leave follows on immediately from another period of statutory leave, your right to return depends on the length of leave taken. You have the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:

- a period of ordinary parental leave lasting more than four weeks; or
- any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks.

If you return to work after a period of ordinary parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than 26 weeks, you are entitled to return to the job in which you were employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances.

Section ten – Maternity and Paternity

See Appendix one

Section eleven – Shared parental leave

See Appendix two

Section twelve - Pensions

All Saints organisations through Birmingham Diocese, provides a pension scheme for all employees. Any employee who wishes further information should ask their manager.

Section thirteen - Disciplinary procedures

This section applies if there are concerns about the conduct or work performance of an employee

A) Informal action

Ordinarily such concerns will be dealt with by the employee's line-manager, who will discuss matters with the employee in the course of supervision.

The line-manager will consider:

- i) What support may be needed to ensure that the concerns do not arise again
- ii) Whether there is a need for an informal oral warning to be given.

Any recommendations, action taken, or warning given, together with an outline of the reasons for the decision, will be recorded in supervision notes and signed by both parties.

Any formal oral warning will remain on the employee's record for a period of twelve months after which time it shall be of no effect.

B) Formal Action

If concerns are of a sufficient degree of seriousness in themselves, or if, when concerns arise, the employee already has on his/her record a previous formal oral or written warning the following procedures shall apply:

Where the seriousness of the case warrants it the line-manager may suspend the employee on full pay. The line-manager's decision shall be subject to ratification by the employing committee

- i) The employee's line-manager shall notify the employee in writing of the concerns which have been raised and that the matter is to be dealt with under the formal disciplinary procedures.

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ii) The line-manager shall investigate the substance of the concern, provide to the employee details of the outcome of the investigation, and invite the employee to make representations as to the matter¹.

iii) The line-manager shall decide what action to take from the following options:

a) No action

b) Formal oral warning.

c) Formal written warning (if the employee has no previous written warning recorded).

d) If the line-manager wishes to issue a formal written warning but there is already a formal written warning recorded, the case must be referred to the employing Board, with the line-manager's report and recommendations.

e) If the line-manager considers that a sanction greater than a formal written warning is required, the case must be referred to the employing Board with the line-manager's report and recommendations

f) If the employee has two written warnings already recorded, the line-manager shall refer the matter directly to the employing Board with the investigation report.

iv) If a case is referred to the employing Board by the line-manager under paragraph (iii) above, the following procedures shall apply.

Where the line-manager's recommendation is for a second written warning under paragraph (iii) (d), the employing Board shall consider the line-manager's investigation report and representations made by the employee under paragraph (ii) above. If they consider that a written warning or lesser punishment is appropriate, the Committee may decide without further process. Should they decide that a more severe sanction might be appropriate, the procedures under (v) below shall apply.

v) Where a case is referred to the employing Board under paragraph (iii) (e) or (f) above or the committee so decide under paragraph (iv) (a) above, the following procedures shall apply:

1) The employing Board shall fix a date and time allowing not less than ten working days notice to the employee, when they shall consider the matter. The employee and the line-manager shall be invited to submit to the employing Board any further written submissions which they wish to be considered. Any such submissions shall be made available to the other party in advance of the date fixed for considering the matter.

2) The employee shall be told that he/she may attend on the date fixed, either alone or with a representative and/or support person to assist them.

3) The employing Board shall hear representation first from the line-manager and any witnesses who the line-manager wishes to call, and then from the employee and any witnesses the employee may wish to call.

¹ If there is an issue for the employee in submitting written details the co-ordinator will set up an appropriate alternative.

- 4) The employing Board and the parties shall have the right to question the parties and any witnesses called, the employing Board having the power to regulate the followed to ensure that each side has the opportunity fully and fairly to present their case.
- 5) The employing Board shall consider what action to take from the following actions:
 - a) No action.
 - b) Formal oral warning
 - c) Formal written warning (when the employee has no more that one formal written warning already recorded.)
 - d) Action short of dismissal being
 - i) Temporary demotion for up to six months
 - ii) Withholding of a salary increment
 - iii) Suspension without pay for a period up to one month
 - iv) Transfer to other duties
 - v) Permanent demotion
 - e) Dismissal
- 6) The employing Board shall notify both the employee and the line-manager of the decision and confirm this in writing as soon as possible with an outline of the reasons for the decisions and notify the employee of their rights of appeal.

C) Appeals

- 1) The employee has the right of appeal against any disciplinary sanction imposed by the line-manager or the employing Board within paragraph (B) above. This right of appeal can be exercised within ten days of notification to the employee of the decision.
- 2) Appeal shall be to the Board by notifying the respective Secretary or Chair.
- 3) The Board shall appoint a panel of two or three persons, of whom at least two must be members of the Board. No member of the panel shall have been involved with the matter at the employing Board stage.
- 4) In the case of an appeal against dismissal, the dismissal shall remain in force pending the hearing of the appeal.
- 5) The procedures on appeal and time limits shall be similar to that for formal hearing before the employing Board under paragraph B (iv)(b) above, with the Board having the power to regulate their own procedures to ensure that the relevant matters are fully explored and the employee has full opportunity to present his or her case.
- 6) The appeal panel may decide to confirm the disciplinary sanction imposed or to vary it to another sanction within the list of options available to the employing Board as set out above. If the panel decide to substitute a lesser punishment for dismissal, the employee shall then be regarded as reinstated from the date of the original dismissal.
- 7) The decision at the appeal shall be final and shall be reported to the Board its next meeting, where that is reasonably practicable.
- 8) A written record of the proceedings before the appeal panel and their reasons for their decisions shall be kept.

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9) Confidentiality will be expected from all parties.

These procedures will not apply if the issue is a Child Protection issue; in this case the Child Protection Procedures will apply and the Safeguarding Coordinator involved.

In the event of gross misconduct, the employee will be dismissed immediately.

Gross misconduct constitutes: financial irregularities, violence towards anyone on the premises or on All Saints' business, using or selling drugs, imprisonment for a crime, child protection offences, theft or damage to property or any other behaviour that brings the organisation into disrepute.

Section fourteen - Grievance procedures

If the employee has a complaint relating to their employment, they should take this initially to their line-manager during supervision, who will seek to address their concerns. They may bring a supporter and/or representative with them, by negotiated arrangement with their line-manager. The supporter is there to support the employee and may not be part of the discussions or answer on the employee's behalf

Written records will be kept and signed by both parties.

If the employee feels their concerns are not resolved, they have the right to take them in writing, to the Board, which will form a panel of at least two, two of which must be Board members². They are entitled to take a representative with them and if necessary a support person. The support person should not take part in the discussion or speak for the employee.

The panel's decision is final.

Written records will be kept.

Decisions will be confirmed in writing as soon as possible. Confidentiality will be expected from all parties.

Section fifteen - Grievances about bullying and harassment (see Dignity at Work policy)

We will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so they are able to respond to the allegations. Some details may also have to be given to potential witnesses but the importance of confidentiality will be emphasised to them. If the complaint is upheld,

² If there is an issue for the employee in submitting written details the co-ordinator will set up an appropriate alternative.

and a person who has been found to have harassed you is kept in our employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

Wherever possible, we will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation. This could involve giving you the option of remaining at home on special leave, if you wish. In a serious case, the alleged harasser may be suspended while investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in our employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you.

If your complaint is not upheld, the management will support you, the alleged harasser and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships. The organisation will consider making arrangements to avoid you and the alleged harasser having to continue to work alongside each other, if either of you do not wish to do this.

The above does not apply if the issue is a Child Protection issue, in which case Child Protection Procedures will apply and the Safeguarding Coordinator involved. Nor does it apply if the complaint relates to the manner in which any disciplinary issue has been dealt with or investigated. In such a case appeal to the Board must be made in the manner set out above within the disciplinary procedures.

Section sixteen - Union membership

All employees are entitled to join a union or professional body

Section seventeen - Induction, supervision and support

All Saints values its employees and wish to encourage them to enjoy their work and work to their full potential

Employees are entitled to a welcome and an induction period relevant to their role.

Employees are entitled to a named supervisor and supervision, support and training relevant and appropriate to their role and the needs of the job.

It is the responsibility of the employee to advise their line-manager of any concerns they have as to health or otherwise including stress, arising out of, connected with or likely to, affect their ability to carry out their designated role.

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All staff will receive an annual appraisal.
For further information refer to the Staff Development policy

Section eighteen – Whistle blowing

It is important to us that any fraud, misconduct or wrongdoing by staff or officers of our organisation is reported and properly dealt with. We therefore encourage all individuals to raise any concerns that they may have about the conduct of others in our organisation or the way in which the organisation is run.

See Whistle Blowing policy which sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

Section nineteen - Members of congregation or companies as employees

Members of the All Saints Electoral Roll employed by one of All Saints Organisations will not be able to stand for election to that All Saints Board during their period of employment. They may be asked to attend their relevant Board as an employee. They will be asked to withdraw during any discussion or decisions about their pay and conditions during the meetings. If they are co-opted on to any other All Saints Organisation Board, they must always be aware of any potential conflict of interest and inform the Chair or withdraw if appropriate.

Chairs of Boards are responsible for discussing, with the employee before they take up their post, the implications of being both an employee and a member of the Church or any of the All Saints Organisations.

Section twenty - Flexible working policy

Introduction

We believe that flexible working can increase staff motivation, promote work-life balance, reduce stress and improve performance and productivity. All employees who have a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by their employer.

Requests for flexible working

A request for flexible working could include a request for a change to the number of hours that you work; a request for a change to the pattern of hours worked; a request to job share; or a request to perform some or all of the work from their home.

All requests must be made in writing

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Any request made under this policy must include:

- the date of the application;
- the changes that you are seeking to your terms and conditions;
- the date on which you would like the terms and conditions to come into effect;
- what effect you think the requested change would have on the organisation;
- how, in your opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not you have made a previous application for flexible working; and
- if you have made a previous request, the date of that previous request.

If you are making the request in relation to a reasonable adjustment under disability discrimination legislation you should state this on your request form.

We will not reject out of hand a request that does not contain the required information. Your line manager should explain what additional or amended information you need to provide and you will be asked to resubmit the request.

Meeting to discuss a flexible working request

Once your line manager receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below.

Your line manager will usually arrange a meeting to deal with the request. Where a request can without further discussion be approved in the terms stated in the employee's written application, a meeting will not be necessary. The aim of the meeting is to find out more about the proposed working arrangements and how they could be of benefit to both you and the organisation.

Outcome of a flexible working request

After the meeting your line manager, will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to you and to the organisation against any adverse impact of implementing the changes.

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

You will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part: for example, we may propose a modified version of the request; the request may be granted on a temporary basis; or you may be offered the opportunity to try the flexible

working arrangement for a trial period. You will be given the right to appeal the decision if your request is not accepted or is only accepted in part.

Reasons for turning down a flexible working request

You will be given the reasons for turning down your request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

Your line manager must not reject a request for any other reason.

Flexible working requests that are granted

If the request is accepted, you and your line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to you as an amendment to your Statement of Main Terms and Conditions of Employment as soon as is reasonably practicable.

Timescales

All requests will be dealt with within a period of three months from first receipt to notification of the decision on appeal. Your line manager should hold the first meeting within 28 days of receiving the request and notify the decision to you within 14 days of the meeting, so that there is enough time for any appeal to be concluded.

If you are dissatisfied with the outcome of your request you will be allowed to lodge an appeal within 7 days of the notification. The appeal meeting will normally take place within 14 days of the appeal being received. You will be informed of the outcome of your appeal within 14 days of the appeal meeting.

These time limits may be extended where both you and your line manager are in agreement. For example, you may both agree to extend the time limit to give you a trial period on the flexible working arrangement.

Problems with a flexible working request

If you are dissatisfied or unclear at any stage throughout the process, you should contact your line manager in the first instance. If you are still not satisfied you should raise a grievance under our grievance procedure.

If you fail to attend a meeting, including an appeal meeting, and then fail to attend a rearranged meeting without good reason, your application will be deemed to have been withdrawn.

Line managers who receive a request will have regard to our Equal Opportunities policy when considering the request.

Section twenty -one - Redundancy

This sets out our approach to dealing with potential redundancies. It does not form part of an employee's terms and conditions of employment and may, at our discretion, be subject to change.

Although our policy is to avoid redundancies wherever possible, the needs of our organisations may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.

Where this is necessary, we will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy.

Consultation

Consultation will be carried out with individual employees in respect of their own particular circumstances.

If more than 19 redundancies are proposed, collective consultation will also be carried out with employee representatives.

If employees are covered by trade union recognition, we will consult with the relevant unions as required.

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In order to minimise the need for compulsory redundancies, we may consider requests from employees for voluntary redundancies. We reserve the right at our absolute discretion to decline requests for voluntary redundancy.

Redundancy selection

The criteria used in selecting employees for redundancy will depend on the existing circumstances and the particular needs of the organisation at the time. Every effort will be made to construct a fair and robust set of criteria.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which they will be given an opportunity to make representations that the application of the criteria results in unfairness to them or if they feel that there has been a mistake in the application of the criteria.

Alternative work

We will make every effort to find suitable alternative work within the organisation for any employee who is selected for redundancy. Such employees will be informed of all the available vacancies at the time of their selection and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees under threat of redundancy, the organisation reserves the right to select the best available candidate in relation to any given vacancy.

Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.

Time off work

If you are under notice of redundancy and will have been employed for two years at the date of leaving, you will be entitled to a reasonable amount of paid time off to look for alternative work, or to attend interviews or training. You should make arrangements with your line manager and they have the right to ask you for proof that the time off will be spent in helping to find a new role.

Redundancy Pay

If you have two or more years' continuous service you should be entitled to a statutory redundancy payment. The amount of this payment will be confirmed at the time of selection for redundancy. Any redundancy payment will be paid at the same time as your final salary payment.

For further help and advice contact ACAS.

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Section twenty-two– Notice period

Your notice period is as on your contract. Formal notice should be given in writing.

Any outstanding leave entitlement must be taken during your notice period. If your outstanding leave entitlement is more than your notice period then you will not receive any payment for that additional untaken leave.

All Saints Organisations reserve the right, at their discretion, to terminate the employment immediately without giving the period of notice referred to in the contract by paying the employee his/her basic salary (less deductions of tax and national insurance) in lieu of all or part of this notice period as the case may be. Such payment in lieu of notice shall not include any element in relation to any holiday entitlement that the employee would have accrued had she/he worked the full period of notice

Section twenty-three - Confidentiality and data protection

Your attention is drawn to the confidential nature of information contained within All Saints. The unauthorised use and disclosure of any personal information about individuals, any financial or other personal information is gross misconduct and a dismissible offence. It is also a requirement following termination of the contract, whether you resign or are dismissed by All Saints that confidentiality be maintained. Breach of confidentiality could result in a prosecution for an offence or action for civil damages under the GDPR (General Data Protection Regulations)

Employees must familiarise themselves with the Confidentiality policy and confidentiality in relation to safeguarding

Section twenty-four – Gossip

All Saints believes in mutual respect and equality. We abhor gossip in any form that damages individuals or is disrespectful. Employees should not involve themselves in any form of gossip with or about other employees, volunteers, service users or members of the public.

Section twenty-five – Over/under payment

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If any under/over payment is made in your salary, due to a mistake of fact, the overpayment will be recouped by the organisation. How this is done, e.g. by the appropriate deductions being made from your salary at source and/or by your repaying the said amount to All Saints, will be discussed with you.

Section twenty-six - Using your own vehicle for work related travel

This only relates to travel which you are required to do as part of your work, it does not include the journey from home to your place of work which is classed as normal commuting.

Requirements

If you use your own vehicle for work travel you will need to ensure that:

- You notify the of the registration number of the vehicle you wish to use for work travel
- You hold a full current driving licence for the class of vehicle that you will be using for work travel
- You have suitable insurance which includes business travel
- Your vehicle has a current MOT certificate (if required by law)
- Your vehicle is in a roadworthy condition before using it for any business travel
- You notify your line manager (in confidence) of:
 - all endorsements to your driving licence or disqualification from driving;
 - any change of a vehicle used for work travel;
 - any change to insurance conditions; and
 - anything which affects your ability to drive

We may regularly ask you to produce evidence of the above information for our records.

Driving Responsibilities

When driving on work related journeys, you are expected to:

- Be responsible for your own safety, for any passengers or loads carried in the vehicle and for ensuring that the vehicle is safe to use;
- Ensure that passengers are carried only in accordance with the vehicle manufacturer's design specification, with a seat for everyone and only one person per seat;

- Ensure that seat belts are installed for the driver and all passenger seats and worn on all journeys;
- Take breaks every two hours when driving, especially on long-distance trips, to ensure you do not suffer fatigue.

Mileage Allowances

We will pay a mileage allowance for work journeys

Claims will be claimed through your line manager

Section twenty- seven - Providing references

This section is designed to assist employees who receive a reference request for a former or current employee.

References should only be provided by the line manager or chair of the Board

Providing the information requested

The individual dealing with the reference request should ensure that the individual to whom the request for the reference relates has given his/her consent for a reference to be provided. If the person dealing with the request has any doubts about whether or not the individual has given their consent, they must contact the individual to check whether or not they want a reference to be provided.

Any references provided must be in writing. The reference should explain that it is the organisation's policy to respond to requests for information in a standard format. The only factual information that may be provided is:

- the dates of the employee's employment with the organisation;
- the employee's job title;
- a short description of the employee's key job duties and level of responsibility;
- whether or not any disciplinary warnings have been issued to the employee during the last 12 months or, if the reference is for a former employee, in the 12 months prior to his/her leaving the organisation;
- where the employee has left the organisation, the reason for termination of employment, for example resignation, redundancy, or the expiry of a fixed-term contract.

The individual providing the reference must only provide information about the individual's performance which is based on documented evidence from appraisals or supervision. It is

the responsibility of the author of the reference to ensure that the information provided is true, accurate, fair and not misleading.

A disclaimer should be included in the reference making it clear that, while the information provided is, to the best of the organisation's knowledge, completely accurate, the organisation cannot accept any liability for decisions based on it.

Individual requests to see the reference

The author of the reference may allow the employee to see the draft reference before it is provided to the prospective employer, but this is not obligatory.

Dealing with enquiries raised by the prospective employer

If the author of the reference receives an enquiry from the prospective employer for clarification of information given in the reference, the author must ensure that he/she does not go beyond the content of the reference in the information provided. Any such enquiry should, where possible, be dealt with in writing to avoid any subsequent confusion. If the enquiry is dealt with over the telephone, a written record of the information provided must be made at the time of the conversation.

Retaining a copy of the reference

A copy of the reference and written record of any subsequent enquiries should be retained securely for 12 months in the employee's file. Thereafter, the reference should be disposed of securely unless it contains safeguarding issues in which case it should be retained permanently.

Section twenty-eight – Equal opportunities and diversity

All Saints is committed to equal opportunities and diversity both in employment and in-service delivery and will work within current legislation.

It is unlawful to discriminate directly or indirectly in recruitment or employment because of:

- age
- disability
- sex
- gender reassignment
- pregnancy
- maternity
- race (which includes colour, nationality and ethnic or national origins)
- sexual orientation
- religion or belief

- being married or in a civil partnership.

These are known as "protected characteristics".

All employees have equal rights to training to support their role and to apply to other relevant jobs or promotion at All Saints

Employees have a responsibility to promote equal opportunities in their role and follow the policy. If you don't understand your responsibilities under equal opportunities, you should inform your manager.

Employees should familiarise themselves with the Equal Opportunities policy

Section twenty-nine - Safeguarding

All Saints is committed to the care, protection and respect of all its users and staff but particularly the respect, care and protection of those who are vulnerable including children, young people and vulnerable adults. This may involve contact with and working alongside other agencies. All employees should refer to the relevant policies (Safeguarding and Child Protection and Safeguarding Vulnerable Adults) and ensure they know to whom they should make referral and who is their DSL (Designated Safeguarding Lead).

Everyone who uses or visits our site should feel safe and respected, especially those who are vulnerable including children, young people and vulnerable adults as defined in our Safeguarding Vulnerable Adults policy. It is all employees' responsibility to ensure this through their behaviour both to users and their colleagues

All employees have the responsibility to promote safeguarding of all users and employees and particularly those who are vulnerable

All employees have the responsibility to work within safeguarding and good practice guidelines (Creating a Safe Environment) around their work. If you don't understand the policies or guidelines and how they relate to your role or to safeguarding, you should ask your supervisor

Employees are expected to report any staff or volunteers who are working outside our policies/guidelines and/or putting others at risk. In such circumstances refer to the Whistle Blowing policy.

You have a duty to intervene if a vulnerable person is likely to cause damage to themselves or damage to others, taking into account your own personal safety – any such incidents should be recorded

Section thirty - the following is a summary please see the IT, Photograph and Filming policy and Creating a Safe Environment guidelines for full information on the following section

Internet and computer use

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Employees are not permitted to access the internet for their personal use.

All access to personal social media on All Saints computers is forbidden, unless for specific work related purposes

Any staff accessing pornography will have committed gross misconduct.

Employees should not allow children under the age of 18 access to computers that are not protected or are unsupervised.

Employees are responsible for keeping IT equipment safe. Any information stored on work computers is the property of the organisation.

Work should only be kept on personal computers by permission Please refer to specific policy and guidelines for full information

E-Mail

Employees are not permitted to receive or send personal e-mails on any All Saints address

Issues of a confidential nature about users or volunteers should not be emailed unless password protected.

Please refer to specific policy and guidelines for full information

Mobile phone

Staff are not permitted to give their personal mobile numbers or their landline numbers or personal account details for social media, to service users. Any invites from service users should be declined

Staff should not have any service users' numbers or details on their personal mobiles

In working time staff should not be using their personal mobile phones except under special circumstances as agreed with their line manager

Please refer to specific policies and guidelines for full information

Photographs and Video

Photographs include those taken by cameras and mobile phones.

Photographs and videos will only be taken and used with the consent of the individual or group. If they are children or vulnerable adults this should be written consent.

Any photographs and videos will only be used for monitoring evidence, publicity and information purposes.

Employees are not permitted to take personal photographs and videos at All Saints without permission

Employees are not permitted to share copies of photographs and videos with anyone else, or post them on social media sites, without permission

Individual's names should not be used on any photographic displays without written permission

If any one is commissioned to take photographs or videos users should be informed and allowed to opt out

Please refer to Policies and Guidelines for full information

Section thirty-one - Monitoring, evaluation and record keeping

All Saints values the contribution of its employees to the improvement and development of its work.

All employees may be asked to take part in monitoring tasks and participate in consultations, evaluations and reviews.

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Employees will be expected to keep records and make reports as demanded by their role and All Saints Organisation. These should be kept and stored as required and with reference to Confidentiality policy Any incidents and accidents should be recorded as specified in each All Saints Organisation guidelines and reported to the appropriate person in the All Saints Organisation
If signing time sheets and signing –in sheets are required, staff must do so for every session. Repeated failure to do so may result in disciplinary action.

Section thirty-two - Gifts

Employees should not give gifts or money to service users except with special permission from their line manager

Employees should not solicit gifts or money from service users.

If an employee receives a gift from a service user their manager should be informed and, if possible, the gift should be shared amongst the staff team of that All Saints Organisation.

Section thirty-three – Financial procedures

It is the employees’ responsibility to work within financial procedures as decided by All Saints and within different All Saints Organisations.

If these are not followed this may be considered to be gross misconduct

Section thirty-four – Dress codes

Employees should follow the dress code relevant to their All Saints Organisation and area of work. Any dress code around safety, health and hygiene must be strictly adhered to.

Employees are expected to dress in a way that presents a professional face to service users and members of the public

Section thirty-five – Customer service

All Saints is committed to the best service it can offer to its service users, staff, volunteers and members of the public. When at work or on All Saints premises staff are expected to work in a way that is inclusive, helpful and welcoming to everyone on site and to work cooperatively across the site. This includes a willingness to compromise, communicate and share information (as appropriate).

Section thirty-six – Personal relationships

When working for All Saints employees are expected to treat each other, service users, volunteers and members of the public in a professional manner whatever their personal relationship may be. If there are issues of difficulties with this then they should be discussed with your line-manager.

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Section thirty-seven – Collective agreements

There are no collective agreements that affect your employment

We endeavour to keep this handbook up to date with current legislation. If you wish to ask any questions, please talk to your line manager

If you require any further information around statutory employment rights, then contact:
ACAS help-line – 0300 123 1100 or their website
Inland Revenue help line – 08457 143 143 or their website
Department of Trade and Industry

In our policies:

- 'All Saints Organisations' refers to the 5 members of the All Saints family
- 'Board' refers to the Boards, committees or legal entities that govern those All Saints organisation.
- 'Manager/leader' refers to people who are in charge of various activities across the All Saints Organisations. They may be paid staff or volunteer

Appendix one – Maternity and Paternity

Maternity

As maternity provisions are complex, if you become pregnant you should contact your line manager or ACAS to ensure you understand the procedures and how they apply to you.

The following definitions and abbreviations are used in this policy:

Ordinary Leave	Maternity (OM)	The first 26 weeks of maternity leave
Additional Leave	Maternity (AML)	A further period of 26 weeks' leave taken immediately following OML
Expected week of childbirth	(EW)	The week, starting on a Sunday, during which your doctor or midwife expects you to give birth
Qualifying week	(QW)	The 15 th week before the EWC
Statutory Maternity Pay	(SMP)	The statutory minimum payment available to a woman on maternity leave who satisfies the qualifying requirements
Enhanced Maternity Pay	(EMP)	Maternity Pay which exceeds the statutory minimum
Maternity Allowance	(MA)	A state maternity benefit for which may be available to an employee who does not qualify for SMP

Maternity leave

All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' OML and up to a further 26 weeks' AML and to resume work afterwards. You are therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either OML or AML (except during the first two weeks from the day of childbirth or four weeks in the case of factory workers), subject to following the correct notification procedures as set out in the returning to work section below.

Maternity pay

If you have been continuously employed by us for at least 26 weeks at the end of your qualifying week and are still employed during that week, you will qualify for statutory maternity pay, providing that:

- you are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- you have provided a MAT B1 form stating the expected week of childbirth; and
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of your average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If you are not entitled to maternity pay, you may be entitled to receive Maternity Allowance payable directly to you by the Government. In this case we will provide you with an SMP1 form to allow you to pursue a claim for MA.

Pay increases

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether PML or AML), your maternity pay will be recalculated to take account of the pay rise, regardless of whether maternity pay has already been paid. This means that your maternity pay will be recalculated and increased retrospectively. You will be paid a lump sum to make up any difference between maternity pay already paid and the amount payable as a result of the pay rise.

Timing of maternity leave

OML can start at any time after the beginning of the 11th week before your EWC (unless your baby is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- your chosen start date;
- the day after you give birth; or
- the day after any day on which you are absent for a pregnancy-related reason in the four weeks before the EWC.

If you give birth before your maternity leave was due to start, you must notify us in writing of the date of the birth as soon as reasonably practicable.

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

Notice requirements

When you know you are pregnant, you should notify your line manager as soon as is reasonably possible. This is important as there are health and safety considerations for the organisation.

By the end of the QW, or as soon as reasonably practicable afterwards, you are required to inform us in writing of:

- the fact that you are pregnant;
- your EWC; and
- the date on which you intend to start your maternity leave.

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

You are allowed to change your maternity leave start date, provided that you let us know in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.

We will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which you are expected to return to work if you choose to take your full 52-week entitlement to maternity leave.

Time off for antenatal care

Once you have let us know that you are pregnant, you will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

To be entitled to take time off for antenatal care, you are required to produce a certificate from your doctor, registered midwife or registered health visitor, stating that you are pregnant. Except in the case of the first appointment, you should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so. You should endeavour to give your line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Antenatal care may include relaxation and parent craft classes that your doctor, midwife or health visitor has advised you to attend, in addition to medical examinations.

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An individual who has a qualifying relationship with you (which includes your husband or civil partner or the father of the expected child) is eligible to take unpaid time off to accompany you at up to two antenatal appointments. The individual with the qualifying relationship should ask his/her employer for more details of the right.

Sickness absence

If during your pregnancy, before you begin your maternity leave, you are absent from work owing to sickness, you will receive normal statutory or contractual sick pay in the same manner as you would during any other sickness absence. However, if the sickness absence is due to a pregnancy-related illness and occurs after the beginning of the fourth week before your EWC, your maternity leave will start automatically.

Health and safety

Health and safety for expectant and returning mothers is an ongoing process. We take a flexible approach in order to help you feel as comfortable as possible at work. We will carry out risk assessments and reviews during your pregnancy but if you are concerned about anything in your working environment you should raise this with your line manager or the Board .

Rights during maternity leave

During OML and AML all terms and conditions of your employment contract other than normal salary will continue. Salary will be replaced by maternity pay if you are eligible for it.

This means that, while your salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and employer's pension contributions will continue to be paid.

You are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Normally holiday must be taken in the year that it is earned, however for maternity returners we will, at our discretion, allow carry over into the following holiday year. Requests to take this holiday must be made in the normal way and approved by your line manager.

Contact during maternity leave

We believe that staying in touch during your maternity leave is helpful for you and for us and so we reserve the right to maintain reasonable contact with you during that time. For example this may be to discuss your plans for returning to work, to discuss any special arrangements to be made or training to be given to help you back into work. We will also keep you updated on developments at work during your absence.

Keeping-in-touch days

You can agree to work (or to attend training) for up to 10 days during your maternity leave without that work bringing your maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a full day's work for these purposes. We have no right to expect you to work and you have no right to insist on working - any work undertaken, and the amount you are paid for any work done on keeping-in-touch days, is entirely a matter for agreement between you and us.

Returning to work after maternity leave

You may return to work during OML or AML, provided you give the appropriate notification. Alternatively, you may take your full 52 weeks of maternity leave and return to work at the end of this period. If you wish to return before the full period of maternity leave has elapsed, you must give us at least eight weeks' notice in writing of the date on which you intend to return.

If you return to work at or before the end of OML, you have the right to return to the same job you were doing before maternity leave. If you return to work after a period of AML, you are entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless you are sick and produce a current medical certificate before the end of the maternity leave period.

If you decide during maternity leave that you do not wish to return to work, you should give us written notice of resignation in accordance with the terms of your contract of employment.

Transfer of maternity leave (*Shared parental leave and pay*)

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case we are required to accept the request as long as you meet the eligibility and notice requirements), or as a number of separate blocks of leave (in which case you need our agreement).

To be able to take shared parental leave, you and your partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Please see our policy on shared parental leave for full details of the requirements for eligibility, curtailment, notice periods and evidence. The policy also contains details on shared parental pay.

You and your partner must ensure that you each liaise with your own employer when making requests for shared parental leave.

As maternity provisions are complex, if you become pregnant you should contact your line manager or ACAS to ensure you understand the procedures and how they apply to you.

Paternity

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. To be eligible for paternity leave, you must have 26 weeks' continuous service ending with the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for paternity leave, you must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Paternity leave is granted in addition to your normal annual holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

If you wish to take both paternity leave and shared parental leave (see below) you must take your period of paternity leave first. You cannot take paternity leave if you have already taken a period of shared parental leave in relation to the same child.

Notification of paternity leave

To request paternity leave in respect of a birth child, you must give your line manager 15 weeks' written notice of the date on which your partner's baby is due, the length of paternity leave you wish to take and the date on which you wish the leave to commence.

In the case of an adopted child, you must give written notice of your intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date you intend to start paternity leave, the length of the intended paternity leave period and the date on which the adopter was notified of having been matched with the child.

If you subsequently wish to change the timing of the paternity leave, you must give 28 days' written notice of the new dates. You must also, if so requested, complete and sign a self-certificate declaring that you are entitled to paternity leave and statutory paternity pay.

Paternity Pay

If your average weekly earnings are at or higher than the lower earnings limit for national insurance contributions, you will be eligible for statutory paternity pay. The rate of pay is as set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate.

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

Statutory paternity pay can start from any day of the week in accordance with the date you start your paternity leave.

Time off for antenatal care

To be eligible for time off for antenatal care, you could be:

- the husband or civil partner of the pregnant woman
- the biological father of the expected child or
- living with the pregnant woman in an enduring family relationship

You have the right to take time off to accompany the pregnant woman at up to two antenatal appointments. You will, at our discretion, be paid for this time off.

The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse. We expect that normally no more than half a day is needed for an antenatal appointment.

If you would like to make a request for time off to accompany someone at an antenatal appointment should in the first instance contact your line manager.

You should try to give your line manager as much notice as possible of when you need the time off for the antenatal appointment and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Time off to attend adoption appointments

Employees who are adopting a child are entitled to take time off to attend adoption appointments.

Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take time off to attend up to two adoption appointments and we will, at our discretion pay for the time off for these two appointments.

The purpose of the appointment is to enable you to have contact with the child (for example, to bond with him/her before the placement) or for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The time off must be taken before the date of the child's placement for adoption with you and the appointment must have been arranged by or at the request of the adoption agency (you may be asked to provide evidence of this).

Appendix Two - Shared Parental Leave

This policy sets out the rights of employees to shared parental leave and pay. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date. We have a separate policy on shared parental leave for employees who are adopting children.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. We have a separate policy on ordinary parental leave.

As the shared parental leave provisions are complex, if you wish to consider taking this leave you should contact your line manager or ACAS to ensure you understand the procedures and how they apply to you.

Definitions

The following definitions are used in this policy:

Mother	The mother or expectant mother of the child
Partner	The father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. <i>This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew</i>
Expected week of childbirth	The week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth

Scope of this shared parental leave policy

This policy applies in relation to our employees, whether they are the mother or the partner. If it is the mother who is employed by us, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place.

Similarly, if it is the partner who is our employee, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of shared parental leave available

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave her partner takes in respect of the child.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case we are required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you need our agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth. The maximum period that the parents could take as shared parental leave is therefore 50 weeks between them (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that he/she is entitled to take up to two weeks' paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

Eligibility for shared parental leave

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

Mother's eligibility for shared parental leave

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that she takes;

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- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

Notice requirements for shared parental leave

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

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- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier you inform us of your intentions, the more likely it is that we will be able to accommodate your wishes particularly if you would like to take periods of discontinuous leave.

Please note that if you have already decided the pattern of shared parental leave you would like to take, you can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

Mother's notice curtailing maternity leave

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

Withdrawal of maternity leave curtailment notice

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

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- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

Notice of entitlement and intention

Whether you are the mother or the partner, you must provide us with a non-binding notice of entitlement and intention. The notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken, must set out the following information:

If you are **the mother**, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the organisation if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above;

- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If you are **the partner**, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;

- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention, whether from the mother or partner, we request that you provide:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

You have 14 days from the date of the request to send us the required information.

Variation or cancellation of notice of entitlement and intention

You can vary or cancel your proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that you give us written notice. The written notice must contain:

- an indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any variation of notice of entitlement and intention is non-binding until you provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

Employee's period of leave notice

To take a period of shared parental leave, you must provide us with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice

You can vary or cancel your proposed shared parental leave dates following the submission of a period of leave notice, provided that you give us written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave

You can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy.

Continuous period of shared parental leave

If you submit a period of leave notice requesting one continuous period of leave, you will be entitled to take that period of leave.

Discontinuous periods of shared parental leave

You may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If you submit a period of leave notice requesting discontinuous periods of leave, within two weeks beginning with the date the period of leave notice was given, we will give you our response. We will:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, you are entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. You must notify us of that date within five days of the end of the two-week discussion period. If you do not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if we have refused the request or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting

discontinuous periods of leave. You can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Amount of shared parental pay available

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

Eligibility for statutory shared parental pay

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

Mother's eligibility for statutory shared parental pay

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and

- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

Partner's eligibility for statutory shared parental pay

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Rights during shared parental leave

During shared parental leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if you are eligible for it.

This means that, while salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Contact during shared parental leave

We reserve the right to maintain reasonable contact with you during shared parental leave. This may be to discuss plans for your return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

You can agree to work for the us (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

We have no right to require you to carry out any work and you have no right to undertake any work during shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between you and us.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at the rate of your normal salary.

Returning to work following shared parental leave

You have the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by you in relation to the same child, is 26 weeks or less.

If you are returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, you have the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the us to permit a return to the same job, you have the right to return to another job that is suitable and appropriate for you

Shared parental leave enables mothers or adopters to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner.

Matched for adoption	An adoption agency deciding that a person would be a suitable adoptive parent for a child either individually or jointly with another person. A person is notified of having been "matched for adoption" with a child on the date on which the person receives notification of the adoption agency's decision.
Placed for adoption	Placed for adoption under UK adoption laws, including placement with a local authority foster parent who is also a prospective adopter ("foster to adopt").
Official notification	written notification, issued by or on behalf of the relevant central authority, that it is prepared to issue a certificate to the overseas authority concerned with the adoption of a child from overseas, or that it has issued a certificate and sent it to that authority, confirming, in either case, that the adopter is eligible to adopt, and has been assessed and approved as being a suitable adoptive parent

Scope of this shared parental leave policy

This policy applies in relation to our employees, whether they are the adopter or the partner. If it is the adopter who is employed by us, their partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place.

Similarly, if it is the partner who is our employee, the adopter must (where relevant) submit any notifications to take shared parental leave to his/her own employer.

The adopter and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of shared parental leave available

The amount of shared parental leave to which an individual is entitled will depend on when the adopter brings his/her adoption leave period to an end and the amount of leave that the other adoptive parent takes in respect of the child.

Shared parental leave must be taken in blocks of at least one week. You can request to take shared parental leave in one continuous block (in which case we are required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you need our agreement). A maximum of three requests for leave per adoption can normally be made by each adoptive parent.

You can begin a period of shared parental leave at any time from the date on which the child is placed for adoption (for adoptions from overseas, at any time from the date on which the child enters Great Britain) or, where more than one child is placed for adoption through a single placement, the date of placement of the first child (for adoptions from overseas, at any time from the date on which the first child enters Great Britain). However, you should bear in mind that the adopter's partner will lose his/her entitlement to take up to two weeks' paternity leave following the adoption of his/her child if shared parental leave is taken first. You must take any shared parental leave within 52 weeks of the date on which the child is placed for adoption (for adoptions from overseas, within 52 weeks of the date on which the child enters Great Britain).

Eligibility for shared parental leave

For employees to be eligible to take shared parental leave, both adoptive parents must meet certain eligibility requirements.

Adopter's eligibility for shared parental leave

The adopter is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory adoption leave in respect of the child; and
- complies with the relevant adoption leave curtailment requirements (or has returned to work before the end of statutory adoption leave), and shared parental leave notice and evidence requirements.

In addition, for the adopter to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been

matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);

- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and
- comply with the relevant adoption leave or pay curtailment requirements, or have returned to work before the end of statutory adoption leave.

Notice requirements for shared parental leave

The notices that the adoptive parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- an "adoption leave curtailment notice" from the adopter setting out when he/she proposes to end his/her adoption leave (unless the adopter has already returned to work from adoption leave);

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- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier you inform us of your intentions, the more likely it is that we will be able to accommodate your wishes particularly if you would like to take periods of discontinuous leave.

Please note that if you have already decided the pattern of shared parental leave you would like to take, you can provide more than one type of notice at the same time. For example, the adopter could provide an adoption leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

Adopter's notice curtailing adoption leave

Before the adopter or partner can take shared parental leave, the adopter must either return to work before the end of his/her adoption leave (by giving the required eight weeks' notice of his/her planned return) or provide his/her employer with an adoption leave curtailment notice. The adoption leave curtailment notice must be in writing and state the date on which adoption leave is to end. That date must be at least:

- two weeks after the first day of the adopter's ordinary adoption leave period;
- eight weeks after the date on which the adopter gave the adoption leave curtailment notice to his/her employer; and
- one week before what would be the end of the additional adoption leave period.

The adopter must provide his/her adoption leave curtailment notice at the same time he/she provides either his/her notice of entitlement and intention or a declaration of consent and entitlement signed by the adopter confirming that his/her partner has given his/her employer a notice of entitlement and intention.

Withdrawal of adoption leave curtailment notice

The adopter can withdraw his/her notice curtailing his/her adoption leave in limited circumstances. The withdrawal of an adoption leave curtailment notice must be in writing and can be given only if the adopter has not returned to work. The adopter can withdraw his/her adoption leave curtailment notice if:

- it is discovered that neither the adopter nor the partner are entitled to shared parental leave or statutory shared parental pay and the adopter withdraws his/her adoption leave curtailment notice within eight weeks of the date on which the notice was given; or

- the partner has died.

Notice of entitlement and intention

Whether you are the adopter or the partner, you must provide us with a non-binding notice of entitlement and intention. The notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken, must set out the following information:

If you are **the adopter**, the notice of entitlement and intention must set out:

- the adopter's name;
- the partner's name;
- the start and end dates of any statutory adoption leave taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the adopter and partner each intend to take; and
- a non-binding indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave).

The adopter's notice of entitlement and intention must include a declaration signed by him/her that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information he/she gives in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child.

In addition, the adopter's notice of entitlement and intention must include a declaration signed by his/her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);

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- declaring that the partner satisfies, or will satisfy, the conditions set out above;
- declaring that the partner is married to, the civil partner of, or the partner of, the adopter;
- declaring that the partner consents to the amount of leave that the adopter intends to take; and
- declaring that the partner consents to the adopter's employer processing the information in the partner's declaration.

If you are **the partner**, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the adopter's name;
- the start and end dates of any periods of statutory adoption leave, statutory adoption pay taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- where statutory adoption leave was not taken, or is not to be taken, the start and end dates of any period in which statutory adoption pay is paid or payable;
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the partner and adopter each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

in the notice of entitlement and intention is accurate; and

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the adopter informs him/her that he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the adopter:

- specifying the adopter's name, address, and national insurance number (or declaring that the adopter does not have a national insurance number);
- declaring that the adopter satisfies, or will satisfy, the conditions set out above and he/she will notify the partner if he/she no longer qualifies for adoption leave or statutory adoption pay;
- declaring that the adopter consents to the amount of leave that the partner intends to take;
- declaring that he/she will immediately inform the employee if he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period; and
- declaring that the adopter consents to the partner's employer processing the information in the adopter's declaration.

Within 14 days of receiving a notice of entitlement and intention, whether from the adopter or partner, we request that you provide:

- in relation to adoptions within the UK, documentary evidence from the adoption agency of:
 - the name and address of the adoption agency;
 - the date on which the adopter was notified of having been matched for adoption with the child; and
 - the date on which the adoption agency expects the child to be placed for adoption with the adopter; and
- in relation to adoptions from overseas, a copy of the official notification; and
- whether a UK or overseas adoption, the name and address of the other adoptive parent's employer (or a declaration that the other adoptive parent has no employer).

You have 14 days from the date of the request to send us the required information.

Variation or cancellation of notice of entitlement and intention

You can vary or cancel your proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that you give us written notice. The written notice must contain:

- an indication as to when you intend to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the adopter and the partner that they agree to the variation.

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Any variation of notice of entitlement and intention is non-binding until you provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

Employee's period of leave notice

To take a period of shared parental leave, you must provide us with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice

You can vary or cancel your proposed shared parental leave dates following the submission of a period of leave notice, provided that you give us written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave

You can provide a combined total of up to three period of leave notices or variations of period of leave notices per adoption.

Continuous period of shared parental leave

If you submit a period of leave notice requesting one continuous period of leave, you will be entitled to take that period of leave.

Discontinuous periods of shared parental leave

You may submit a period of leave notice requesting discontinuous periods of leave. For example, the adopter and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If you submit a period of leave notice requesting discontinuous periods of leave, within two weeks beginning with the date the period of leave notice was given, we will give you our response. We will:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or

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- refuse the pattern of leave requested.

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. You must notify us of that date within five days of the end of the two-week discussion period. If you do not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if we have refused the request or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting discontinuous periods of leave. You can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Amount of shared parental pay available

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory adoption pay the adopter has been paid when his/her adoption leave or pay period ends.

A total of 39 weeks' statutory adoption pay is available to the adopter. As adoption leave cannot be curtailed for the first two weeks of leave, an adopter could share up to 37 weeks' statutory shared parental pay with his/her partner.

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the adoptive parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

Eligibility for statutory shared parental pay

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

Adopter's eligibility for statutory shared parental pay

The adopter is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end

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of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;

- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay; and
- is entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

In addition, for the adopter to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for statutory shared parental pay

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;
- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;

- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

Rights during shared parental leave

During shared parental leave, all terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if you are eligible for it.

This means that, while salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Contact during shared parental leave

We reserve the right to maintain reasonable contact with you during shared parental leave. This may be to discuss plans for your return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

You can agree to work for the us (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

We have no right to require you to carry out any work and you have no right to undertake any work during shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between you and us.

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If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at the rate of your normal salary.

Returning to work following shared parental leave

You have the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory adoption leave or statutory paternity leave taken by you in relation to the same child, is 26 weeks or less.

If you are returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory adoption or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional adoption leave, you have the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for us to permit a return to the same job, you have the right to return to another job that is suitable and appropriate for you.