

ADOPTION POLICY

This Policy Document describes the rights of male and female members of staff of the Company to adoption benefits.

Employees who adopt a child may be entitled to adoption leave. The spouse/partner of an individual who adopts may be entitled to take paternity leave. Further details of the rights of the spouse/partner to take paternity leave are set out in our Maternity and Paternity Rights Policy.

The criteria in respect of whether you are eligible to take adoption leave and whether you are eligible to receive adoption pay are different and, therefore, the two provisions are dealt with separately below.

1. DEFINITIONS

“Additional Adoption Leave”	the 26 week period following the last day of your OAL;
“Earnings Related Rate”	90% of your average weekly earnings calculated over the Relevant Period;
“Expected Placement Date”	the date on which an adoption agency expects that it will place a child into your care with a view to adoption;
“Ordinary Adoption Leave”	the first 26 weeks of your adoption leave commencing on the Start Date;
“Prescribed Rate”	the rate of SAP set by the government for the relevant tax year;
“Qualifying Week”	the week, starting on a Sunday, in which the adoption agency or local authority notified you of a match, or if you are using a surrogate the 15th week before the EWC;
“Relevant Period”	the eight weeks ending with the Qualifying Week;
“Return Date”	the date the Company expects you to return from your adoption leave;
“Start Date”	the date on which you would like your period of adoption leave to start; and
“SAP”	statutory adoption pay.

2. ADOPTION LEAVE

2.1 Eligibility

Provided that you are an employee and you satisfy the criteria below and notification requirements in paragraph 2.2 below, you have a statutory right to take up to fifty-two

weeks adoption leave. This fifty-two week period is divided into Ordinary Adoption Leave (“OAL”) and Additional Adoption Leave (“AAL”).

Adoption leave is available if you are:

- (a) adopting through a UK adoption agency;
- (b) Fostering a child with a view to possible adoption; or
- (c) Having a child through a surrogate mother and you meet the conditions set out below.

Adoption leave is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

You are entitled to adoption leave in an adoption case or a fostering for adoption case if you meet all the following conditions:

- (a) You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter
- (b) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date;
- (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date;
- (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

In a surrogacy case you are entitled to adoption leave if you meet all the following conditions:

- (a) A surrogate mother gives birth to a child, who is biologically the child of either you, or your spouse or partner (or both of you).
- (b) You expect to be given parental responsibility under a [parental][adoption] order from the court. The child must live with you and you must apply for the parental order within six months of birth.
- (c) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

2.2 Notification

To be eligible for adoption leave in an adoption or fostering for adoption case you must notify your Line Manager of the following in writing no later than seven days after the agency has notified you in writing that it has matched you with a child:

- (a) the Expected Placement Date; and
- (b) your Start Date (see paragraph 2.4).

In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (**EWC**). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as you can. You must also complete a declaration confirming your entitlement. When the child is born you must tell us the date of birth.

We will write to you within 28 days of receiving your notification, to confirm your expected Return Date assuming you take your full entitlement to adoption leave

2.3 Matching Certificate

If you are notifying us of you adoption or fostering for adoption, at least 28 days before your Start Date (or, if this is not possible, as soon as reasonably practicable afterwards), you must also provide the Company with:

- (a) A Matching Certificate from the adoption agency confirming:
 - (i) the agency's name and address;
 - (ii) the date you were notified of the match; and
 - (iii) the Expected Placement Date.
- (b) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

2.4 Commencement of Adoption Leave

In an adoption or fostering for adoption case:

- (a) OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- (b) You must notify the Company of your Start Date in accordance with paragraph 2.2.

In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

2.5 Amending the Start Date

In adoption or fostering for adoption case, you are allowed to subsequently change the Start Date provided that any changes to the Start Date must be given to the Company either:

- (a) 28 days before the existing Start Date; or
- (b) 28 days before the intended new Start Date;

whichever is the earlier, or if that is not reasonably practicable, as soon as is reasonably practicable.

3. TERMS AND CONDITIONS DURING ADOPTION LEAVE

3.1 Contractual rights during Adoption Leave

During your period of adoption leave your contract of employment will continue and you have the right to continue to benefit from the terms and conditions of employment which would have applied to you had you been at work (instead of on adoption leave) except for the terms relating to pay. In particular:-

- (a) annual leave entitlement under your contract shall continue to accrue (see paragraph 4.1 below); and
- (b) pension benefits shall apply as set out in paragraph 5.1 below.

4. ANNUAL LEAVE

4.1 Holiday accrued up to the Start Date

Before you take your adoption leave, your Line Manager will calculate how much holiday entitlement you have accrued up to the Start Date.

The following options may be available to you, depending on your Start Date and where it falls in the Company's holiday year:

- (a) The Company may require you to take any accrued outstanding holiday before the Start Date;
- (b) The Company may make a payment in lieu to you (at its discretion) in respect of any accrued contractual holiday (which exceeds your statutory entitlement) still untaken as at the Start Date. The Company can only do this in respect of holiday you have accrued in excess of the statutory entitlement (e.g. for full time workers the statutory entitlement is 28 days per year including the 8 bank holidays normally observed in England and Wales); and / or
- (c) With the agreement of the Company, or where you will not reasonably be able to take your accrued holiday prior to the Start Date, you may "carry over" some or all of your accrued holiday entitlement and take this once you have returned to work after the end of your OAL or AAL, depending on when you return. However, you are only able to take accrued statutory holiday entitlement in the same holiday year as it was accrued.

The times when you take this leave must be approved and agreed with your Line Manager.

4.2 Holiday accrued during Adoption Leave

Your right to holiday will continue to accrue during your adoption leave on the same basis it would have accrued had you not been on adoption leave. The following options may be available to you, depending on when you return to work and where that falls in the Company's holiday year:

- (a) The Company may require you to take any holiday that will accrue during adoption leave before the Start Date;

- (b) The Company may require you to take any holiday that will accrue during adoption leave after the end of your adoption leave, but before you return to work;
- (c) The Company may make a payment in lieu to you (at its discretion) in respect of any accrued holiday in excess of your statutory entitlement still untaken when you return to work after the end of your adoption leave, depending on when you return; and / or
- (d) With the agreement of the Company, you may “carry over” some or all of your accrued holiday entitlement and take this once you have returned to work after the end of your adoption leave, depending on when you return. However, you are only able to take accrued statutory holiday entitlement in the same holiday year as it was accrued.

The times when you take this leave must be approved and agreed with your Line Manager.

5. PENSIONS

- 5.1 If you are entitled to SAP (see paragraph 6.1 below), we shall continue to make any employer contributions that we usually make into a pension scheme, based on what your earnings would have been if you had not been on adoption leave during the 39 weeks in which you are entitled to SAP (provided that you continue to make contributions based on the adoption pay you are receiving). If you wish to increase your contributions to make up any shortfall from those based on your normal salary you should contact your Line Manager.
- 5.2 During any part of your adoption leave in which SAP is not paid, we shall not make any payments into a pension scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

6. STATUTORY ADOPTION PAY

6.1 In order to qualify for SAP you must:

- (a) have completed 26 continuous weeks of employment ending with the Qualifying Week and be still employed by The Company during that week;
- (b) have average weekly earnings during the Relevant Period not less than the lower earnings limit for National Insurance set by the government each year; and
- (c) comply with the notification requirements referred to in paragraphs 2.2 and 2.3.

6.2 SAP is payable for up to 39 weeks. SAP will stop being payable if you return to work sooner or if the placement is disrupted (except where you are simply keeping in touch in accordance with paragraph 10).

6.3 The first six weeks’ SAP are paid at the Earnings Related Rate and for the remaining 33 weeks (or less if you return to work sooner) SAP is paid at the Prescribed Rate, or the Earnings Related Rate if this is lower. For the current rates, please see www.gov.uk/adoption-pay-leave.

6.4 SAP accrues from the Start Date or the date you commenced your adoption leave (if earlier) and thereafter at the end of each complete week of absence (measured from Sunday to

Saturday). SAP payments shall be made on the next normal payroll date and Income Tax and National Insurance contributions and any pension contributions shall be deducted as appropriate.

- 6.5 You shall still be eligible for SAP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your adoption leave has not already begun, SAP shall start to accrue in whichever is the later of:
- (a) 14 days before the Expected Placement Date; or
 - (b) the day after your employment ends.
- 6.6 If you are awarded a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP (if you did not previously). We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings Related Rate will also be increased as necessary.
- 6.7 You can give notice of your right to SAP at the same time as your notification referred to in paragraph 2.2 above. If, however, you are notifying the Company in relation to SAP only (for example, because your employment is terminating before your Start Date) you must give at least 28 days' notice to the Company of the date you expect your SAP to start.

7. RETURNING TO WORK AFTER ADOPTION LEAVE

7.1 The Return Date

Within 28 days of receipt of the appropriate notification from you (referred to in paragraph 2.2 above) the Company will write to you stating the Return Date, which will be at the end of your AAL unless you notify your Line Manager otherwise. If your Start Date changes the Company will write to you within 28 days of the start of adoption leave with a revised Return Date.

If you intend to return to work immediately after the end of your AAL you do not have to give the Company notice of your return. We will therefore assume that you will return on the Return Date unless you tell your Line Manager otherwise.

It is helpful to the Company if you confirm during your adoption leave that you will be returning to work as expected.

Please refer to paragraphs 7.5 and 7.6 below which deal with the provisions which apply if you wish to return to work earlier or later than the Return Date.

Shortly before you are due to return to work, we shall invite you to have an informal discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:

- (a) updating you on any changes that may have occurred; and
- (b) discussing any necessary training;

- (c) discussing any flexible working request which you make (see paragraph 7.3 below).

7.2 Returning to Work

- (a) After Ordinary Adoption Leave

If you return to work after a period of OAL you are normally entitled to return to the same position you held before commencing leave. Your terms and conditions of employment should be the same as they would have been if you had not been absent.

- (b) After Additional Adoption Leave

If you return to work after a period of AAL or if you have taken more than four weeks of parental leave you will be entitled to return to work to the same position you held prior to commencing leave, on the same terms and conditions as if you had not been absent unless there is some reason which makes it impracticable for you to return to your original position. In such case, we may give you another suitable and appropriate job on terms and conditions which are no less favourable than your former position.

7.3 Returning to work part-time

If you choose to request to change your working pattern on return to work, you should make a flexible working request.

We will deal with any requests on a case-by-case basis and try to accommodate your wishes unless there is a reason for refusal, bearing in mind the needs of the business.

There is no automatic right to return to work part-time or to make other changes to your working patterns on return from adoption leave.

Requests should be made in accordance with the statutory provisions regarding flexible working as set out in the Company's Flexible Working Policy (a copy of which is available from your Line Manager).

It is helpful if requests are made as early as possible.

7.4 Returning to work earlier than the Return Date

As stated in paragraph 7.1 above your Line Manager will notify you of your Return Date. If you wish to return to work before the Return Date you must give your Line Manager at least 8 weeks of notice. It is helpful if you give this notice in writing.

If insufficient notice is given, the Company may postpone your new return date until 4 weeks (or 8 weeks as appropriate) after you gave notice, or to the Return Date (whichever is the earlier).

7.5 Returning to work later than the Return Date

If you wish to return later than your Return Date, you should either:-

- (a) request unpaid parental leave in accordance with the statutory provisions regarding parental leave, giving your Line Manager as much notice as possible but not less than 21 days; or
- (b) request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return at the end of your adoption leave period due to sickness or injury, please send in medical evidence. In such a case you will then be treated as an employee on sick leave and your contract of employment will continue.

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

7.6 Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss your plans with your Line Manager as early as possible. If you decide at any time during your adoption leave period that you do not want to return you should give notice of resignation in accordance with your contract.

The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

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

This shall not affect your right to receive SAP.

7.7 Redundancies during adoption leave

In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall notify you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

8. DISRUPTED ADOPTION

In an adoption or fostering to adopt case, adoption leave is disrupted if it has started but:

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

In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.

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

9. PROMOTION

If you would have been considered for promotion during your adoption leave, you will be assessed in the normal way and should the decision be made to promote you the promotion will take effect from the date it would have taken effect if you had not been on adoption leave.

10. KEEPING IN TOUCH

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

We can mutually agree that you may work (including attending training) for up to 10 days during adoption leave without bringing your adoption leave or SAP to an end (**Keeping in Touch Days**). Any such arrangements, including pay, would be set out by agreement between us. You are not obliged to undertake any such work during adoption leave and we are not under an obligation to give you such work.

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

- (a) updating you on any changes that have occurred during your absence;
- (b) any training needs you might have; and
- (c) any changes to working arrangements (for example, if you have made a request to work part time).

11. STATUTORY RIGHTS

This policy is intended as an explanation of the main principles of your statutory adoption rights but does not detract from those statutory rights in any way.

This does not form part of your contract of employment.

12. SPOUSE/PARTNER ENTITLEMENT TO PATERNITY LEAVE

The spouse/partner of an individual who adopts may be entitled to take paternity leave. Further details of the rights of the spouse/partner to take paternity leave are set out in our Maternity and Paternity Rights Policy.