

## Leeds Trinity SU Adoption Leave Policy

Board approved; Jan 21

Board review; Jan 23

### 1 Policy statement

- 1.1 This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed.
- 1.2 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.

### 2 Definitions

The definitions in this paragraph apply in this policy.

**"Qualifying Week"** the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

**"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 (OAL)"** a period of up to 26 weeks' leave available to all employees who qualify for adoption leave under Paragraph 4.

**"Additional Adoption Leave (AAL)"** a further period of up to 26 weeks' leave immediately following OAL.

### 3 Personnel responsible for implementing the policy

- 3.1 The General Manager has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework.

3.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

#### 4 **Entitlement to adoption leave**

4.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see Paragraph 6). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

4.2 You are entitled to adoption leave if you meet all the following conditions:

4.2.1 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.

4.2.2 You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

4.2.3 You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week.

4.2.4 Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

#### 5 **Notification of intention to take leave**

5.1 You must give us notice in writing of:

5.1.1 the Expected Placement Date; and

5.1.2 your intended start date for adoption leave ("**Intended Start Date**") (see Paragraph 7).

5.2 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

5.3 At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

5.3.1 A Matching Certificate from the adoption agency confirming:

5.3.1.1 the agency's name and address;

5.3.1.2 the date you were notified of the match; and

5.3.1.3 the Expected Placement Date.

5.3.2 Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

## 6 Overseas adoptions

If you are adopting a child from overseas, the following will apply:

6.1 You must have received notification that the adoption has been approved by the relevant UK authority ("**Official Notification**").

6.2 You must give us notice in writing of:

6.2.1 your intention to take adoption leave;

6.2.2 the date you received Official Notification; and

6.2.3 the date the child is expected to arrive in Great Britain.

6.3 This notice should be given as early as possible, but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

6.4 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

6.5 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

6.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

## 7 Starting adoption leave

7.1 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.

7.2 You must notify us of your Intended Start Date in accordance with Paragraph 5. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave ("**Expected Return Date**").

- 7.3 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 7.4 You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 7.5 Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

## 8 **Statutory adoption pay**

- 8.1 Statutory adoption pay ("**SAP**") is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
  - 8.1.1 you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
  - 8.1.2 your average weekly earnings during the eight weeks ending with the Qualifying Week (the "**Relevant Period**") are not less than the lower earnings limit set by the Government; and
  - 8.1.3 you have given us the relevant notifications under Paragraph 5.
- 8.2 SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.
- 8.3 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.
- 8.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:
  - 8.4.1 14 days before the Expected Placement Date; or
  - 8.4.2 the day after your employment ends,

whichever is the later.

8.5 If you become eligible for 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 qualify. 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 (if any) will also be increased as necessary.

## 9 **Terms and conditions during OAL and AAL**

9.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

9.1.1 benefits in kind shall continue;

9.1.2 annual leave entitlement under your contract shall continue to accrue (see Paragraph 10, Annual leave); and

9.1.3 pension benefits shall continue.

## 10 **Annual leave**

10.1 During OAL and AAL, annual leave will accrue at the rate provided under your contract.

10.2 Annual leave cannot usually be carried over from one holiday year to the next beyond the amount outlined in the Annual and Special Leave policy. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.

10.3 You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

## 11 **Pensions**

11.1 During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave 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 then please contact the Finance Administrator

11.2 During unpaid AAL we shall not make any payments into a money purchase 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.

## 12 **Redundancies during adoption leave**

In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## 13 **Disrupted adoption**

13.1 Adoption leave is disrupted if it has started but:

13.1.1 you are notified that the placement will not take place;

13.1.2 the child is returned to the adoption agency after placement; or

13.1.3 the child dies after placement.

13.2 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.

## 14 **Keeping in touch**

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

14.2 You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager.

14.3 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:

14.3.1 updating you on any changes that have occurred during your absence;

14.3.2 any training needs you might have; and

14.3.3 any changes to working arrangements (for example, if you have made a request to work part time). See Paragraph 20, Returning to work part time.

## 15 **Expected return date**

15.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

15.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see Paragraph 16, Paragraph 17 and Paragraph 18). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

## 16 **Returning early**

16.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

16.2 If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

## 17 **Returning late**

17.1 If you wish to return later than the Expected Return Date, you should either:

17.1.1 request unpaid parental leave giving us as much notice as possible but not less than 21 days; or

17.1.2 request paid annual leave in accordance with your contract, which will be at our discretion.

17.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

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

## 18 **Deciding not to return**

18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not 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.

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

18.3 This does not affect your right to receive SAP.

## 19 **Your rights when you return**

19.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

19.2 However, if you have taken any period of AAL or more than four weeks' parental leave in addition to OAL, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## 20 **Returning to work part-time**

20.1 We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.



## 21 **Switching to shared parental leave**

- 21.1 In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.
- 21.2 You would need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave (Adoption) Policy.