

SCOPE

This document establishes the Parental Leave Policy for Galliford Try Employment Limited. References in this policy to the 'Company' are to Galliford Try Employment Limited. References in this policy to 'our people' are to employees of Galliford Try Employment Limited.

PURPOSE

The Galliford Try Employment Limited Parental Leave Policy describes the rights of all our people to take unpaid time off work on parental leave to care for or spend time with their child or children. As parental leave is unpaid, employees will not receive any salary or cash payments, which would normally be paid to them while on parental leave.

The Galliford Try Employment Limited Parental Leave Policy will be brought to the attention of all our people. The policy does not form part of our people's contract of employment and may be amended by the Company from time to time. It will be reviewed annually.

GENERAL DATA PROTECTION REGULATION

Be aware that whenever we are collecting, using, retaining, transferring or disposing of any information about a person ("processing of personal data") in connection with the subject matter of this policy we have numerous obligations under the General Data Protection Regulations (GDPR). Any failure to comply with GDPR can have serious results including breach of the person's rights and financial penalties for the Company. You must not proceed with any processing of personal data unless you have first read and complied with the Group Data Protection Policy, reference HR-POL-004, which can be found on the HR policy page of Galileo. If you have any questions about GDPR compliance please contact the Group Chief Information Officer, the Head of Information Security and Compliance or Legal Services.

1. Eligibility

1.1 To be entitled to statutory parental leave you must:

- Have at least one year's continuous employment with the Company
- Have or expect to have parental responsibility for a child, as defined below; and
- Be taking the leave to spend time with or otherwise care for a child.

1.2 The Company will afford the same rights and benefits to parents with less than one year's service.

1.3 You have parental responsibility for a child if you:

- Are the child's biological mother or father (whether or not you are living with the child);
- Are the child's adoptive parent; or
- Otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

1.4 For the purposes of this leave, a child is under 18 years of age (on completion of the leave).

1.5 Foster parents do not have the right to parental leave but may request a flexible working pattern.

2. Period and Timing of Parental Leave

2.1 Qualifying employees may take up to 18 weeks' parental leave for each child up to the child's 18th birthday.

2.2 Any period of leave that you took in relation to a child while working for another employer counts towards your entitlement. If you have taken periods of parental leave in relation to a child with a previous employer, you should provide details to Employee Services.

2.3 Unless the leave is taken in respect of a child entitled to a disability allowance, you:

- Can only take parental leave in blocks of one week or a multiple of a week's leave; and
- Are only entitled to a maximum of four weeks' leave in each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

3. General Notice

3.1 If you wish to take parental leave you must provide the Company with 21 days' written notice of the date on which the period of leave is to begin and the duration of the period of leave.

4. Notice of Child Birth

4.1 Where the period of leave is to begin on the date for which the child is born, you must give notice of this intention at least 21 days before the start of the Expected Week of Childbirth ("EWC"). The written notice must specify the EWC and the duration of the period of leave required.

5. Notice of Adoption

Where the period of leave is to begin on the date the adoption is to take place, you must give notice of this intention at least 21 days before the beginning of the week in which your child is to be placed for adoption. The written notice must specify the anticipated date of adoption and the duration of the period of leave required.

6. Evidential Requirements

6.1 Before you take a period of parental leave, the Company may require you to produce evidence of the following:

- Your responsibility or expected responsibility for the child in respect of whom you propose to take parental leave;
- The child's date of birth or in the case of a child who is placed with you for adoption, the date on which the placement began.

7. Postponement of Leave

7.1 Postponement for undue disruption

7.1.1 The Company may postpone a period of parental leave where it considers that the operation of the business would be unduly disrupted if you took leave during the period identified in the notice. The Company will permit you to take a period of leave of the same duration as the period identified in its notice beginning on a date determined by the Company after consulting with you, which is no later than six months after the commencement of that period.

7.2 Notice of postponement

7.2.1 The Company shall give you notice of the postponement in writing not more than seven days after your notice was given to the Company stating:

- The reason for postponement; and
- The dates on which the period of leave will begin and end.

7.3 No postponement

7.3.1 The Company may not postpone a period of leave where you give notice to take leave immediately after the child is born or placed with you for adoption.

8. Right to Return

8.1 Return to Work after Parental Leave

8.1.1 You are entitled to return to the job which you were employed in before your parental leave (subject to any redundancy situation). Your terms and conditions will be the same as they would have been had you not been on parental leave.

9. Status of Contract of Employment During Parental Leave

9.1 Obligations of the Company

9.1.1 Your entitlement to all contractual benefits (other than in relation to remuneration) will continue during your parental leave. Any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by the Company
- Compensation in the event of redundancy; and
- Disciplinary or grievance procedures.

will continue to apply during the parental leave.

10. Obligations of the Employee

10.1 Your implied obligation of good faith to the Company and any terms and conditions of your employment relating to:

- Notice of the termination of the employment contract by you;
- The disclosure of confidential information;
- The acceptance of gifts or other benefits; and
- Your participation in any other business;

will continue to apply during parental leave.

11. Holiday Entitlement

11.1 You will continue to accrue holiday under the Working Time Regulations 1998 during parental leave. No contractual holiday in excess of your statutory holiday entitlement will accrue.

12. Alternatives to Parental Leave

12.1 As parental leave is unpaid employees may wish to consider the following alternatives:

- Taking paid holidays
- Buying holidays under the flexible benefits scheme
- Discussing flexible working arrangements with your Line Manager.

13. Useful Contacts

HR Hub by telephone on 01455 231828 or by email to HR.Hub@gallifordtry.co.uk

Local HR contacts for advice and guidance