

SCHEDULE 1

Regulation 2(1)

WORKFORCE AGREEMENTS

1. An agreement is a workforce agreement for the purposes of these Regulations if the following conditions are satisfied—

- (a) the agreement is in writing;
- (b) it has effect for a specified period not exceeding five years;
- (c) it applies either—
 - (i) to all of the relevant members of the workforce, or
 - (ii) to all of the relevant members of the workforce who belong to a particular group;
- (d) the agreement is signed—
 - (i) in the case of an agreement of the kind referred to in sub-paragraph (c)(i), by the representatives of the workforce, and in the case of an agreement of the kind referred to in sub-paragraph (c)(ii), by the representatives of the group to which the agreement applies (excluding, in either case, any representative not a relevant member of the workforce on the date on which the agreement was first made available for signature), or
 - (ii) if the employer employed 20 or fewer employees on the date referred to in sub-paragraph (d)(i), either by the appropriate representatives in accordance with that sub-paragraph or by the majority of the employees employed by him;

and

- (e) before the agreement was made available for signature, the employer provided all the employees to whom it was intended to apply on the date on which it came into effect with copies of the text of the agreement and such guidance as those employees might reasonably require in order to understand it in full.

2. For the purposes of this Schedule—

“a particular group” is a group of the relevant members of a workforce who undertake a particular function, work at a particular workplace or belong to a particular department or unit within their employer’s business;

“relevant members of the workforce” are all of the employees employed by a particular employer, excluding any employee whose terms and conditions of employment are provided for, wholly or in part, in a collective agreement;

“representatives of the workforce” are employees duly elected to represent the relevant members of the workforce, “representatives of the group” are employees duly elected to represent the members of a particular group, and representatives are “duly elected” if the election at which they were elected satisfied the requirements of paragraph 3 of this Schedule.

3. The requirements concerning elections referred to in paragraph 2 are that—

- (a) the number of representatives to be elected is determined by the employer;
- (b) the candidates for election as representatives of the workforce are relevant members of the workforce, and the candidates for election as representatives of a group are members of the group;
- (c) no employee who is eligible to be a candidate is unreasonably excluded from standing for election;
- (d) all the relevant members of the workforce are entitled to vote for representatives of the workforce, and all the members of a particular group are entitled to vote for representatives of the group;

- (e) the employees entitled to vote may vote for as many candidates as there are representatives to be elected, and
- (f) the election is conducted so as to secure that—
 - (i) so far as is reasonably practicable, those voting do so in secret, and
 - (ii) the votes given at the election are fairly and accurately counted.

SCHEDULE 2

Regulation 16

DEFAULT PROVISIONS IN RESPECT OF PARENTAL LEAVE

Conditions of entitlement

1. An employee may not exercise any entitlement to parental leave unless—
 - (a) he has complied with any request made by his employer to produce for the employer's inspection evidence of his entitlement, of the kind described in paragraph 2;
 - (b) he has given his employer notice, in accordance with whichever of paragraphs 3 to 5 is applicable, of the period of leave he proposes to take, and
 - (c) in a case where paragraph 6 applies, his employer has not postponed the period of leave in accordance with that paragraph.
2. The evidence to be produced for the purpose of paragraph 1(a) is such evidence as may reasonably be required of—
 - (a) the employee's responsibility or expected responsibility for the child in respect of whom the employee proposes to take parental leave;
 - (b) the child's date of birth or, in the case of a child who was placed with the employee for adoption, the date on which the placement began, and
 - (c) in a case where the employee's right to exercise an entitlement to parental leave under regulation 15, or to take a particular period of leave under paragraph 7, depends upon whether the child is entitled to a disability living allowance, the child's entitlement to that allowance.

Notice to be given to employer

3. Except in a case where paragraph 4 or 5 applies, the notice required for the purpose of paragraph 1(b) is notice which—
 - (a) specifies the dates on which the period of leave is to begin and end, and
 - (b) is given to the employer at least 21 days before the date on which that period is to begin.
4. Where the employee is the father of the child in respect of whom the leave is to be taken, and the period of leave is to begin on the date on which the child is born, the notice required for the purpose of paragraph 1(b) is notice which—
 - (a) specifies the expected week of childbirth and the duration of the period of leave, and
 - (b) is given to the employer at least 21 days before the beginning of the expected week of childbirth.
5. Where the child in respect of whom the leave is to be taken is to be placed with the employee for adoption by him and the leave is to begin on the date of the placement, the notice required for the purpose of paragraph 1(b) is notice which—

- (a) specifies the week in which the placement is expected to occur and the duration of the period of leave, and
- (b) is given to the employer at least 21 days before the beginning of that week, or, if that is not reasonably practicable, as soon as is reasonably practicable.

Postponement of leave

6. An employer may postpone a period of parental leave where—
- (a) neither paragraph 4 nor paragraph 5 applies, and the employee has accordingly given the employer notice in accordance with paragraph 3;
 - (b) the employer considers that the operation of his business would be unduly disrupted if the employee took leave during the period identified in his notice;
 - (c) the employer agrees to permit the employee to take a period of leave—
 - (i) of the same duration as the period identified in the employee’s notice, and
 - (ii) beginning on a date determined by the employer after consulting the employee, which is no later than six months after the commencement of that period;
 - (d) the employer gives the employee notice in writing of the postponement which—
 - (i) states the reason for it, and
 - (ii) specifies the dates on which the period of leave the employer agrees to permit the employee to take will begin and end,
- and
- (e) that notice is given to the employee not more than seven days after the employee’s notice was given to the employer.

Minimum periods of leave

7. An employee may not take parental leave in a period other than the period which constitutes a week’s leave for him under regulation 14 or a multiple of that period, except in a case where the child in respect of whom leave is taken is entitled to a disability living allowance.

Maximum annual leave allowance

8. An employee may not take more than four weeks’ leave in respect of any individual child during a particular year.

9. For the purposes of paragraph 8, a year is the period of twelve months beginning—
- (a) except where sub-paragraph (b) applies, on the date on which the employee first became entitled to take parental leave in respect of the child in question, or
 - (b) in a case where the employee’s entitlement has been interrupted at the end of a period of continuous employment, on the date on which the employee most recently became entitled to take parental leave in respect of that child,

and each successive period of twelve months beginning on the anniversary of that date.