

PARENTAL LEAVE AND FLEXIBLE WORKING POLICY

1. This policy should be read in conjunction with Chambers' Constitution and in this policy the following definitions apply:
 - a. "parental leave" means leave taken by the main carer of a child preceding or following birth or adoption. This could be the mother, the father or adoptive parent of either sex.
 - b. "partner leave" means leave taken by a barrister who is the spouse or partner of the main carer of a child following birth or adoption. This could be the mother, the father or adoptive parent of either sex
 - c. "months rent" shall be a notional rent calculated as a percentage of a barrister's average monthly earnings for the twelve months, or if the barrister has not worked for twelve months, the number of whole months he/she has worked, immediately preceding a period of parental or partner leave (as appropriate). The percentage to be applied shall be the percentage or percentages used to calculate rent due by that barrister to Chambers in the month in which the rebate, as set out in paragraphs 10 and 11 below, is claimed. For the avoidance of doubt and to take into account fluctuations in the applicable percentage whether by reason of changes in the budget or the barrister's income crossing a threshold, the "month's rent" shall be calculated on a month by month basis;
 - d. "minimum annual contribution" shall be the amount set from time to time in Chambers' Budget;
 - e. "barrister" means barrister member of Chambers, save where otherwise defined;
 - f. "family responsibilities" includes caring for older, young, or disabled dependents or relatives.

2. The aim of this policy is to:
 - (1) encourage members following parental leave to return to chambers and continue to build successful practices;
 - (2) Prevent discrimination on grounds of parental responsibility;
 - (3) Encourage and support members taking time off following the birth or adoption of a child without suffering financial hardship;
 - (4) comply with the requirements of the Code of Conduct and accompanying Guidelines.
3. The obligation to pay the minimum annual contribution shall be suspended during periods of absence from Chambers on parental or partner leave. The obligation to pay the minimum annual contribution shall be suspended during periods of absence from Chambers on parental leave or if greater for a period of twelve months commencing on the same day as the parental leave
4. The fact that a barrister is on parental leave or partner leave shall not preclude a barrister from working on up to three working days in a calendar month.
5. A barrister's seat in Chambers will remain open to him or her for a period of up to twelve months while he or she is on parental leave. This applies to each pregnancy or adoption.
6. A barrister's seat in Chambers will remain open to him or her for a period of up to three months while he or she is on partner leave following the birth or adoption of a child by his or her spouse or partner. This applies only where the barrister has, or shares, responsibility for that child and applies to each such birth or adoption.
7. Any barrister seeking to take parental or partner leave should notify Chambers in writing via the Chief Executive (or in the case of a pupil, the Director of Pupillage) as soon as reasonably practicable of the date on which he or she wishes to commence that period

of leave. Any barrister seeking to take parental or partner leave should notify Chambers in writing as soon as reasonably practicable of the date on which he or she is likely to return to work and any subsequent changes to those dates.

8. A barrister on parental or partner leave may seek an extension to the normal period of leave. Such a request should be addressed to the Governance Board in writing and will be determined by the Governance Board in consultation with the Practice Managers and the Equality & Diversity Committee.
9. If at the end of a twelve month period of parental leave, or a three month period of partner leave or any period of extension granted under paragraph 6 (or, in the case of a pupil pursuant to paragraphs 20 to 28 below, his pupillage), and subject to compliance with Chambers' Equality and Diversity Policy and Reasonable Adjustments Policy, the barrister does not return to practice, the barrister's tenancy (or pupillage as appropriate) may be determined at the discretion of the Governance Board.
10. During parental leave, a barrister will be entitled to a rent rebate to a value of up to six months' rent, providing only that the barrister has notified Chambers in writing via the Chief Executive of his or her intention to take such leave and to claim the associated rebate prior to the start of that period of leave. If the barrister gives notice to leave Chambers at any time, whether during parental leave or subsequently, the right to a rent rebate or any brought forward credit arising under this policy will be lost from the date that the notice is given.
11. During partner leave, a barrister will be entitled to a rent rebate to a value of up to one month's rent, providing only that the barrister has notified Chambers in writing via the Chief Executive of his or her intention to take such leave and to claim the associated rebate prior to the start of that period of leave. If the barrister gives notice to leave Chambers at any time, whether during partner leave or subsequently, the right to a rent rebate or any brought forward credit arising under this policy will be lost from the date that the notice is given.
12. The rent rebate referred to above will be provided by crediting a sum equivalent to one month's rent to the barrister's Chambers' account for each month of parental or partner

leave taken. If the barrister is on leave for part of a month, his or her Chambers' account will be credited with a percentage of one month's rent equivalent to the number of working days' absence as a percentage of the total number of working days in that month. If the sum to be credited exceeds the rent due to Chambers in any given month, any excess shall be carried over and credited to the barrister's Chambers' account for the following month or months until the total credit given has reached the maximum that is permitted by paragraph 10 or 11. However, no sums shall be credited to the barrister's Chambers' account that are referable to any time after the end of the period of parental or partner leave. At the conclusion of parental or partner leave the total rent rebate to which the barrister is entitled for the parental or partner leave pursuant to paragraph 10 or 11 will be calculated and compared with the total of the rent rebates credited to that barrister during the parental or partner leave. If the amounts are different a final adjustment will then be made by way of a credit or debit to the barrister's Chambers' account. For the avoidance of doubt the rebate or any brought forward credit arising under this policy is to operate as a credit against sums due as rent only and under no circumstances is a payment to be made to a barrister or any set off to be made against any other liability of the barrister. Any brought forward credit arising under this policy shall be forfeited unless within 6 months of the date of conclusion of parental leave it has been set off against rent due from that barrister.

Example 1

Freda takes parental leave starting on 1 September. Her income in the previous twelve months was £140,000. Her average monthly earnings are therefore £11,666.67. The prevailing rate for rent up to £150,000 is 22%. One month's rent calculated in accordance with paragraph 1c is therefore £11,666.67 x 22% = £2,566.67. That is the amount of her credit against her September rent.

Example 2

In October, Freda's receipts for the calendar year cross the threshold of £150,000 at which rent falls to 15%. One month's rent is calculated in accordance with paragraph 1c at £11,666.67 x 15% = £1,750.00. That is the amount of her credit against her September rent. If the threshold of £150,000 was crossed midway through October, the change in rate would be taken pro rata.

Example 3

Jocasta takes twelve months parental leave. One month's rent calculated by paragraph 1c is £1,000. She is therefore entitled to a maximum rebate of £6,000 in accordance with paragraph 10. During each of the first three months of her parental leave, her liability to Chambers for rent is £1,500. For each of those months, she receives a rebate against her rent of £1,000, and has to pay £500 to Chambers. In the fourth month of her parental leave her rent liability is £1,000. She is credited with £1,000. In each of the fifth and six months her rent liability is £500. She is credited with £500 for each of the fifth and sixth months. In each of the seventh to tenth months her rent liability is £250, and she is credited with £250 for each of those months. At this point the total of all her rebates is £6,000, and she is not entitled to any further rebates for the remaining two months of her parental leave.

Example 4

Carl takes six months parental leave. One month's rent calculated by paragraph 1c is £2,000. He is therefore entitled to a maximum rebate of £12,000 in accordance with paragraph 10. In each of months one and two of his parental leave, his rent liability to Chambers is £2,500. He is credited with £2,000 for each of those months. In months three, four and five of his parental leave his rent liability is £2,000 and he is credited with £2,000 for each of those months against his rent liability. In month six his rent liability is £500. He receives a rent of £500. He then returns to practice. His total rebate has been £10,500. His unused rebate of £1,500 will be credited to his account and used against future rent. Any unused credit remaining after 6 months will be lost.

Example 5

Violet takes three months parental leave. One month's rent calculated by paragraph 1c is £1,000. She is therefore entitled to a maximum of £3,000 in accordance with paragraph 10. In the first month her rent liability to Chambers is £500. She is entitled to a rebate of £500 for the first month. The unused rebate of £500 is carried over. In the second month her rent liability to Chambers is £1,250. She is entitled to a rebate of £1,250 made up from the excess of £500 carried over from the first month and part of the entitlement of £1,000 from the second month. The unused rebate of £250 is carried over to the third month. In the third month her rent liability to Chambers is £2,000. She

is entitled to a rebate of £1,250 made up of the excess of £250 carried over and £1,000. After returning to practice she is not entitled to any further rebate.

13. During parental leave, a barrister should endeavour to maintain contact with Chambers. He or she will be offered the opportunity to do appropriate work if this is requested and paragraph 15 shall apply in this regard if such work is carried out within six months of the commencement of parental leave. A barrister will be kept informed of training, social events and Chambers' business during parental leave by the Chief Executive or such person as the Chief Executive and the barrister shall agree. On his or her return from leave, he or she will be offered assistance with re-establishing his or her practice. During parental leave Chambers will send communications to the barrister's Chamber's email address unless an alternative has been provided.
14. A barrister who has, or shares, family responsibilities may seek to take a period of leave or alter his or her pattern of work (for example by working flexible hours or part-time or partly from home) so as to enable him or her better to manage that responsibility. To the extent that this may interfere with his or her normal availability for work or the way in which his or her practice is managed written notice shall be given by him or her to the Governance Board, Chief Executive and the Equality & Diversity Committee. Any barrister seeking to work flexibly is encouraged to discuss the practicalities of his or her proposals at the earliest possible opportunity with the relevant Practice Manager. Any such barrister may request a suspension of the obligation to pay the minimum contribution and such a request should be addressed to the Governance Board in writing and will be determined by the Governance Board after consultation with the Equality & Diversity Committee.
15. A barrister who undertakes any work on a part-time basis within six months of the commencement of parental leave (as set out in paragraph 13 above) shall be entitled to a pro rata rent rebate for up to six months from the commencement of the parental leave. The rent rebate shall be a percentage of the rebate described at paragraph 12 above, such percentage to be based upon the number of days worked in each month as a proportion of the total working days in that month, providing only that if the barrister works three days or fewer in any month those days shall be disregarded and a full rent rebate will be given. The Equality & Diversity Committee may at the request of a

barrister to whom this policy applies and if it is just and equitable and in accordance with the purposes of this policy to do so extend the application of this policy or adjust any allowances made or rebates given pursuant to it in respect of that barrister provided always that the overall package of benefits under this policy as so extended or adjusted shall not be materially more extensive or favourable than provided for by the policy.

16. If requested by the barrister, their Practice Manager will remain allocated to him or her upon commencement of parental leave and for six months following a period of parental leave or for the duration of any period of part-time, home based or flexible practice. That Practice Manager will be primarily responsible for managing the barrister's diary in accordance with the basis upon which he or she returns to work.
17. It is the responsibility of each barrister to ensure that he or she is covered by a current practising certificate and certificate of professional insurance in respect of any work done during a period of parental leave.
18. Complaints or queries about the implementation of this policy should be addressed to the Equality & Diversity Officer or the Chief Executive.
19. A first or second six pupil shall be entitled to take parental leave solely on the basis as defined and as provided for in paragraphs 20 to 26 below.
20. Subject to paragraph 21, and so far as is relevant, paragraphs 1, 5, 6, 9, 16, 17, and 18 shall apply to first and second six month pupils, providing that such absence from Chambers is not inconsistent with the requirements for the time being of the Bar Council or the Bar Standards Board as regards the period over which the practising and non-practising six months can be spread.
21. Paragraphs 23 to 26 of this policy apply to a first or second six pupil during any period of parental leave as defined herein. In the event that a pupil is not able to undertake the normal requirements of pupillage for any period which extends for more than 20 consecutive working days (as defined in paragraph 1 of Chambers' Sickness Leave Policy) for the reason of having commenced parental leave or partner leave as defined

herein (“the Initial Absence Period”), prior to the conclusion of the Initial Absence Period the pupil shall inform the Director of Pupillage as to the date on which they will return to undertake the normal requirements of pupillage supported, if appropriate, with medical evidence. In the event that a pupil indicates that they do not intend to return to Chambers to undertake the normal requirements of pupillage, or in the opinion of a medical professional the pupil is unlikely to be able to undertake the normal requirements of pupillage, for a period of a further 20 working days or more from the end of the Initial Absence Period that pupil shall be considered to be absent by way of long-term parental leave.

22. Where paragraph 21 applies and subject to paragraphs 5, 6 and 9 Chambers may in its reasonable discretion and acting fairly and reasonably opt to suspend pupillage at the end of the Initial Absence Period or from such alternative date that it shall reasonably consider appropriate until the pupil indicates that they wish to resume the normal requirements of pupillage or, in the opinion of a suitably qualified medical professional, whose opinion the pupil shall obtain, the pupil is in a position to resume the normal requirements of pupillage (“Pupillage Suspension”).
23. Subject to paragraph 24, in the event of Pupillage Suspension, Chambers will cease payment of any pupillage award or guaranteed earnings from the date on which Pupillage Suspension commences until the date on which the pupil in compliance with the requirements of paragraph 21 returns to continue their pupillage.
24. During any period of Pupillage Suspension, Chambers may acting in its reasonable discretion make an ex gratia payment to the pupil, save that any request for such a payment shall be made to the Director of Pupillage prior to the end of the Pupillage Suspension.
25. For the avoidance of doubt, conditional on compliance with paragraph 20 and providing that such absence is not inconsistent with the requirements for the time being of the Bar Council or Bar Standards Board as regards the period over which the practising and non-practising six months can be spread, during any period of parental leave of fewer than 20 consecutive working days (as defined in paragraph 1 of Chambers’ Sickness Leave Policy), a pupil will continue to receive their award or guaranteed earnings.

26. The operation of paragraphs 20-25 of this policy shall be subject at all times to Chambers' Equality and Diversity Policy and Chambers Reasonable Adjustment Policy.
27. A third six pupil shall be entitled to take parental leave in accordance with the paragraphs listed below which are applicable to him or her (wherein references to 'barrister' and 'barrister's seat' or 'tenancy' shall be taken to mean 'pupil', 'pupil's pupillage' and 'pupillage' respectively).
28. Paragraphs 1a to 1e, 1f, 5 to 14 and 16 to 18 shall also apply to third six pupils.
29. It shall be the responsibility of any pupil supervisor whose pupil is affected by this policy in the course of his or her pupillage to assist them in relation to this policy.
30. This policy shall be circulated to all members of Chambers, Practice Managers and other members of staff who are required to read and understand the policy and to understand their role in relation to the policy. Upon the Chief Executive becoming aware that a barrister or his or her spouse or partner is expecting a baby or planning to adopt, it shall be the responsibility of the Chief Executive to remind the barrister of his or her entitlement under this policy and to hold a meeting with the barrister, if requested by him or her, to discuss his or her plans and proposals for return to work and his or her practice management needs in the months following the birth or adoption of the child.
31. This policy will be reviewed by the Equality and Diversity Officer every two years.

Approved by the Governance Board, 1st March 2018