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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## FAMILY LEAVE POLICY

## FAMILY LEAVE

1.1 This policy sets out the Trust policies on the following family leave issues:

- (A) Unpaid time off for Dependants
- (B) Adoption
- (C) Maternity
- (D) Paternity
- (E) Shared Parental Leave – Birth
- (F) Shared Parental Leave- Adoption
- (G) Unpaid Parental Leave

1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

### (A) PAID & UNPAID TIME OFF FOR DEPENDANTS

The law recognises and we respect that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

#### 1. REASONABLE PAID & UNPAID TIME OFF

1.1 You have a right to take a reasonable amount of time off work, as described in 1.5, when it is necessary to:

- (a) provide assistance or care when a dependant falls ill, gives birth, is injured or assaulted;
- (b) make longer-term care arrangements for a dependant who is ill or injured;
- (c) take action required in consequence of the death of a dependant;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); or

(e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

1.2 A **dependant** for the purposes of this section is:

- (a) your spouse, civil partner, parent or child;
- (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.1.

1.3 This section applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your Headteacher or our Executive Team.

1.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

1.5 Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, we will always consider each set of circumstances on its facts.

1.6 As a Trust we will award up to 5 days paid time off in any twelve month period in the circumstances list above. Anything beyond this would then usually be unpaid.

#### 2. EXERCISING THE RIGHT TO UNPAID TIME OFF

2.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your Headteacher or our Executive Team:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

2.2 You should make every reasonable effort to notify the school of the absence.



2.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work.

2.4 If you wish to apply for payment for unpaid time off to deal with dependents you may apply under the discretionary leave section of our **Non-Sickness Absence policy**.

## **(B) ADOPTION**

This section sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency we will advise you of the relevant requirements.

### **1. ENTITLEMENT TO ADOPTION LEAVE**

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

- (a) You are adopting a child through a UK or overseas adoption agency.
- (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**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).

1.2 The maximum adoption leave entitlement is **52 weeks**, consisting of **26 weeks'** Ordinary Adoption Leave (**OAL**) and **26 weeks'** Additional Adoption Leave (**AAL**).

1.3 If you get adoption leave, you can also get paid time off work to attend 5 adoption appointments after you've been matched with a child.

### **2. NOTIFICATION REQUIREMENTS FOR ADOPTION LEAVE**

2.1 Not more than **seven days** after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start**

**Date**).

2.2 Your school will then write to you within **28 days** to inform you of your expected return date assuming you take your full entitlement to adoption leave.

2.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

### **3. STARTING ADOPTION LEAVE**

3.1 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.

3.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least **28 days** before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within **28 days** to tell you your new expected return date.

### **4. ADOPTION PAY**

Statutory adoption pay (**SAP**) is payable for up to **39 weeks** provided your average earnings are not less than the lower earnings limit set by the government each tax year. It is paid at a rate set by the government each year. The first **six weeks** SAP are paid at 90% of your average earnings and the remaining **33 weeks** are at a rate set by the government each year.

### **5. DURING ADOPTION LEAVE**

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

5.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your adoption leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

5.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in



a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 5.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OAL and any period of paid AAL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 6. KEEPING IN TOUCH DURING ADOPTION LEAVE

- 6.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 6.2 You may work (including attending training) on up to **ten "keeping-in-touch" days** during your adoption leave. This is not compulsory and must be discussed and agreed with your Headteacher or our Executive Team.
- 6.3 You will be paid at your normal basic daily rate of pay for time spent working on a keeping-in-touch day regardless of the length of time worked per day and this will be inclusive of any adoption pay entitlement.

## 7. RETURNING TO WORK AFTER ADOPTION LEAVE

- 7.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least **eight weeks'** notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 7.2 You are entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

- 7.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.

- 7.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## (C) MATERNITY LEAVE

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave.

### 1. TIME OFF FOR ANTENATAL CARE

If you are pregnant you may take paid time off during working hours for antenatal care. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card. Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.

### 2. ENTITLEMENT

All employees are entitled to up to **52 weeks'** maternity leave, consisting of **26 weeks'** ordinary maternity leave (OML) and **26 weeks'** additional maternity leave (AML).

### 3. NOTIFICATION OF MATERNITY

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the **fourteenth week** before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
- (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
  - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).



3.3 We will write to you within **28 days** to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

#### 4. STARTING MATERNITY LEAVE

4.1 The earliest you can start maternity leave is **11 weeks** before the Expected Week of Childbirth (unless your child is born prematurely before that date).

4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least **28 days** before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within **28 days** to tell you your new expected return date.

4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last **four weeks** before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

4.4 Shortly before your maternity leave is due to start 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.

4.5 The law says that we cannot allow you to work during the **two weeks** following childbirth.

#### 5. MATERNITY PAY

5.1 Statutory maternity pay (**SMP**) is payable for up to **39 weeks** provided you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first **six weeks** SMP are paid at 90% of your average earnings and the remaining **33 weeks** are at a rate set by the government each year.

5.2 Your contractual maternity pay arrangements are set out in your contract. You should note that there are provisions in the contractual arrangements to claw-back some or all maternity pay paid above the statutory entitlement if you do not return to work for a specific period.

5.3 The claw-back in section 5.2 is discretionary and in some exceptional circumstances the Trust may choose not to enforce this. The claw-back would not apply if staff were transferring to another school within the Trust.

5.4 The provisions for teachers are contained in the Burgundy Book at Section 5, page 13 – 17. [www.teachers.org.uk/sites/default/files2014/burgundy-book.pdf](http://www.teachers.org.uk/sites/default/files2014/burgundy-book.pdf)

5.5 The provisions for support staff are contained in the Green Book at pages 8-12. [www.unitetheunion.org/uploaded/documents/LGGreenBook11-3717.pdf](http://www.unitetheunion.org/uploaded/documents/LGGreenBook11-3717.pdf)

#### 6. DURING MATERNITY LEAVE

6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

6.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your maternity leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

6.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your maternity leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

6.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.



## 7. KEEPING IN TOUCH DURING MATERNITY LEAVE

- 7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your Headteacher or our Executive Team.
- 7.3 You will be paid at your normal daily basic rate of pay for time spent working on a keeping-in-touch day regardless of the length of time worked per day and this will be inclusive of any maternity pay entitlement.

## 8. RETURNING TO WORK AFTER MATERNITY LEAVE

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML 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.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## 9. DIFFICULT PREGNANCY

- 9.1 A miscarriage is where a baby is born dead before the end of the 24th week of pregnancy.
- 9.2 An employee who suffers a miscarriage does not have the right to OML, AML or SMP or contractual maternity pay.
- 9.3 Sick leave that is related to the pregnancy or miscarriage will be recorded separately from any other type of sick leave so that it is not used to the detriment of the employee.

### Stillbirth

- 9.4 Stillbirth is where a baby is born dead during or after the 25th week of pregnancy.
- 9.5 Any employee whose baby is stillborn is entitled to OML and AML.
- 9.6 An employee whose baby is stillborn will also be entitled to SMP provided she satisfies the relevant eligibility criteria. If the baby is stillborn before the end of the qualifying week, the period over which the employee's earnings are averaged for SMP calculation purposes will be the eight weeks up to the last payday before the week in which the baby was stillborn.
- 9.7 If an employee's baby is stillborn while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the stillbirth.
- 9.8 If the baby is stillborn before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the stillbirth. The notice must be in writing if requested. To claim SMP, the employee must also provide us with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was stillborn.
- 9.9 If the employee has already given notice for her SMP to start but it is to start early because of the stillbirth, she must also let us know (in writing if you request it) the date her absence began.
- 9.10 Notice for SMP must be given within 21 days of the stillbirth or as soon as reasonably practicable. The SMP period will start on the day following the date of the stillbirth.

### Miscarriage



- 9.11 Maternity leave will start on the day after the date of stillbirth.
- 9.12 On returning to work after maternity leave, the employee is entitled to the health and safety protection which applies to all women.
- 9.13 Statutory Paternity Leave and Statutory Paternity Pay is available where a baby is stillborn.

#### The death of a baby

- 9.14 If an employee's baby is born alive but dies soon afterwards, that will be classed as a live birth. Provided the employee satisfies the relevant eligibility criteria, she will be entitled to OML, AML and SMP.

#### Premature Birth

- 9.15 An employee whose baby is born prematurely is entitled to statutory maternity leave and SMP in the same way as any other employee.
- 9.16 If an employee's baby is born while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the birth.
- 9.17 If the baby is born before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the birth. The notice must be in writing if requested. To claim SMP, the employee must also provide her employer with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was actually born.
- 9.18 If the employee has already given notice for her SMP to start but it is to start early because of the premature birth, she must also let you know (in writing if you request it) the date her absence began.
- 9.19 Notice for SMP must be given within **21 days** of the birth or as soon as reasonably practicable thereafter. The SMP period will start on the day following the date of the birth.
- 9.20 Maternity leave will start on the day after the date of birth, even if this is before the **11th week** before the Expected Week of Childbirth.

#### Contractual Maternity Pay

- 9.21 If the employee in any of the situations set out in this Paragraph 9 is entitled to SMP, we may, also at our discretion, also pay her the appropriate contractual maternity pay.

#### 10. ENSURING HEALTH AND SAFETY OF NEW AND EXPECTANT MOTHERS

- 10.1 Generic precautions taken to protect the health and safety of employees as a whole will, in many cases, also protect new and expectant mothers. However, there are occasions when, due to their condition, different and/or additional measures will be necessary. This policy aims to reduce any identified risks to new and expectant mothers and provide guidance on specific control measures required to protect them. This policy also acknowledges relevant legislative provisions and confirms the school's commitment to compliance.
- 10.2 The Management of Health and Safety at Work Regulations 1999 contain measures that require employers to protect the H&S at work of pregnant workers and workers who have given birth (to a living child or, after **24 weeks** of pregnancy, a stillborn child) within the previous **6 months** or are breastfeeding.
- 10.3 In this section 10: **Line Manager** means all staff who have authority and responsibility for directing and supervising people working for them, be they permanent, temporary or contractually employed and **New and Expectant Mothers** means pregnant workers and workers who have given birth (to a living child or, after **24 weeks** of pregnancy, a stillborn child) within the previous **6 months** or are breast feeding and have carried out the duties of a new and expectant mother detailed below.
- 10.4 Line Managers must ensure that significant risks faced by 'new and expectant mothers' are assessed and adequately controlled and that this process is documented. To achieve this line managers are to:
  - Encourage women to inform them of their condition at the earliest possible opportunity and that the highest level of confidentiality will be maintained at all times.

- Conduct risk assessments for all work activities undertaken by new and expectant mothers and maintain associated records and documentation.
  - Implement necessary control measures identified by the risk assessment. Ensure these controls are followed, monitored, reviewed and if necessary, revised.
  - Inform new and expectant mothers of any risks to them and/or their child and the controls measures that are in place to protect them.
  - Ensure any adverse incidents are immediately reported and investigated.
  - Provide appropriate training, etc where suitable alternative work is offered and accepted.
  - Ensure provision is made to support new and expectant mothers who need to take time off work for medical reasons associated with their condition.
- 10.5 New and expectant mothers must tell their line manager in writing as soon as they are aware of their condition and also provide their line manager with a medical certificate confirming the above within a reasonable length of time if requested to do so. They must also:
- Inform their general practitioner or midwife of the nature of their work
  - Follow any safety arrangements implemented for their protection, including attending training sessions, complying with control measures, etc.
  - Not act in a manner that adversely affects their own health and safety, that of their child and/or anyone else.
  - Report any perceived or real shortcomings in protection to their employer.
- 10.6 The Trust and each School will ensure that work activities exposing new and expectant mothers to unacceptable risks are eliminated, so far as is reasonably practicable. Measures to achieve this include preventing exposure to such risks by ensuring:
- Relevant legal standards (dependent on the risk involved) are met
  - Official guidance and good practice is followed
  - Adjusting working conditions and/or hours
  - If necessary, removing new and expectant mothers from hazardous activities, i.e. providing suitable alternative work or ultimately suspension with pay.
- 10.7 Where hazardous activities cannot be eliminated, risk assessments carried out by a competent person, together with the new and expectant mother, will be undertaken to identify residual risks and to reduce them to the lowest level reasonably practicable. The assessments will take into account the actual risks associated with the work activities and whether these risks are increased, due to any particular problems experienced by a new or expectant mother during her pregnancy or postnatal period. Specifically, the assessment will consider risks associated with exposure to:
- physical agents,
  - biological agents
  - chemical agents.
  - working and welfare conditions.
- 10.8 Risk assessments relating to new and expectant mothers will be reviewed, and if necessary revised, regularly.
- 10.9 Suitable information, instruction and training will be provided to new and expectant mothers to ensure their health and safety. Training needs will be identified and reviewed by a competent person and support given to allow new and expectant mothers to attend any required training sessions. The effectiveness of any training provided will be monitored and training regularly reviewed.
- 10.10 As early as possible within the pregnancy, the new or expectant mother should be issued with the HSE guidance booklet, INDG series **IND(G) 373 – Guide for New and Expectant Mothers Who Work.**
- 10.11 Managers should acquaint themselves with HSG series **HSG 122 - New and Expectant Mothers at Work: Guide for Employers.**





10.12 Training should also include ensuring that those people responsible for carrying out risk assessments are competent to do so.

## (D) PATERNITY

This section outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

1. **ENTITLEMENT TO PATERNITY LEAVE** Paternity leave is available on the birth of a child if you have been continuously employed by us for at least **26 weeks** ending with the **15th week** before the Expected Week of Childbirth and either:

- (a) You are the biological father and will have some responsibility for the child's upbringing; or
- (b) You are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

1.2 Paternity leave is where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least **26 weeks** ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave. However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

1.3 Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.

2. **ORDINARY PATERNITY LEAVE (OPL)** Ordinary paternity leave (OPL) is a period of **one or two weeks'** consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within **eight weeks (56 days)** of the birth or placement. (If the baby is premature the period ends **eight weeks** after the start of the Expected Week of Childbirth.)

2.2 To take OPL you must give us written notice by the end of the **15th week** before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:

- (a) The Expected Week of Childbirth;

- (b) Whether you intend to take one week or two weeks' leave; and

- (c) When you would like your leave to start.

2.3 You can change the intended start date by giving us **28 days'** notice or, if this is not possible, as much notice as you can.

## 3. PATERNITY PAY

3.1 Ordinary statutory paternity pay (**OSPP**) is payable during OPL provided you have at least **26 weeks'** continuous employment ending with the Qualifying Week (the **15th week** before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

## 4. DURING PATERNITY LEAVE

4.1 All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay.

4.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your OPL.

4.3 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OPL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## (E) SHARED PARENTAL LEAVE – BIRTH

### 1. ABOUT THIS POLICY

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the **Shared Parental Leave (Adoption) section** instead.



## 2. FREQUENTLY USED TERMS

The definitions in this paragraph apply in this section:

**Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

**Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the **fifteenth week** before the EWC.

## 3. WHAT IS SHARED PARENTAL LEAVE?

3.1 Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.

3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

## 4. ENTITLEMENT TO SPL

4.1 You are entitled to SPL in relation to the birth of a child if:

- (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least **26 weeks** continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

4.3 The total amount of SPL available is **52 weeks**, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until **two weeks** after birth.

4.5 If you are the child's father or the mother's partner, you should consider using your **two weeks'** paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

## 5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than **eight weeks** before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;



- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. ENDING YOUR MATERNITY LEAVE

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least **eight weeks'** written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least **two weeks** after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to **eight weeks** after it was given;
  - (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to **six weeks** after birth; or
  - (c) if the other parent has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4(b) applies.

## 7. ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

## 8. EVIDENCE OF ENTITLEMENT

You must also provide on request:

- (a) A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- (b) The name and address of the other parent's employer (or a declaration that they have no employer).

## 9. BOOKING YOUR SPL DATES

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least **eight weeks** before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least **one week**.
- 9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11)

## 10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of

**four weeks** each, they will be combined into one 12-week period of leave).

Alternatively, you may:

- (a) choose a new start date (which must be at least **eight weeks** after the date you submitted the notice requesting split periods of leave), and tell us within **five days** of the end of the two-week discussion period; or
- (b) withdraw the notice and tell us within **two days** of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and you may submit a new one if you choose).

## 11. CHANGING THE DATES OR CANCELLING YOUR SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least **eight weeks** before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least **eight weeks** before the original start date or the new start date, whichever is earlier.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least
- 11.4 before the original end date or the new end date, whichever is earlier.
- 11.5 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.2.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) it is a result of your child being born earlier or later than the EWC;
- (b) you are cancelling a request for discontinuous leave within **two days** of the end of the two-week discussion period under paragraph 10.2.



- (c) it is at our request; or
- (d) we agree otherwise.

## 12. PREMATURE BIRTH

Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the **eight weeks** following birth even though you cannot give **eight weeks'** notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the **eight weeks** following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than **eight weeks** early and you want to take SPL in the **eight weeks** following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

## 13. SHARED PARENTAL PAY

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to **39 weeks** (less any weeks of SMP or MA claimed by you or your partner) if you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least **eight weeks** before you want ShPP to start.
- 13.3 Any entitlement to any enhanced contractual parental pay may also be shared.

## 14. OTHER TERMS DURING SHARED PARENTAL LEAVE

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

14.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

14.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

14.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 15. KEEPING IN TOUCH

- 15.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 15.2 You may ask or be asked to work (including attending training) on up to **20 "keeping-in-touch" days** (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.
- 15.3 You will be paid at your normal daily basic rate of pay for time spent working on a KIT day regardless of the length of time worked per day and this will be inclusive of any shared parental pay entitlement.

## 16. RETURNING TO WORK



- 16.1 If you want to end a period of SPL early, you must give us **eight weeks'** written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 16.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least **eight weeks** before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see the Unpaid Parental Leave section), subject to the needs of the School.
- 16.3 You are entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if 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, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than **26 weeks** in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than **four weeks** of ordinary parental leave.
- 16.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.
- 16.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **(F) SHARED PARENTAL LEAVE – ADOPTION**

### **1. ABOUT THIS POLICY**

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the **Shared Parental Leave (Birth)** section instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. FREQUENTLY USED TERMS**

The definitions in this paragraph apply in this policy.

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

### **3. WHAT IS SHARED PARENTAL LEAVE?**

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care in the first year after your child is placed with you for adoption than simply taking adoption and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### **4. ENTITLEMENT**

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
- (a) you must have at least **26 weeks** continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly



earnings of at least £30 during 13 of those weeks; and

- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).

4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least **two weeks** of adoption leave and/or pay.

4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see the **Paternity section**). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

4.5 The total amount of SPL available is **52 weeks**, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

## 5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than **eight weeks** before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);

- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. ENDING YOUR ADOPTION LEAVE

6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least **eight weeks'** written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least **two weeks'** adoption leave.

6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to **eight weeks** after it was given;

- (b) if your partner has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.





## 7. ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- (a) returned to work;
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## 8. EVIDENCE OF ENTITLEMENT

You must provide on request:

- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- (b) The name and address of your partner's employer (or a declaration that they have no employer).

## 9. BOOKING YOUR SPL DATES

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least **eight weeks** before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least **one week**.
- 9.4 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in, below.

- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

## 10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of **four weeks** each, they will be combined into one **12-week** period of leave). Alternatively, you may:
  - (a) choose a new start date (which must be at least **eight weeks** after your original period of leave notice was given), and tell us within **five days** of the end of the two-week discussion period; or
  - (b) withdraw your period of leave notice within **two days** of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## 11. CHANGING THE DATES OR CANCELLING YOUR SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least **eight weeks** before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least **eight weeks** before the original start date or the new start date, whichever is earlier.





- 11.3 You can change the end date for a period of leave by notifying us in writing at least **eight weeks** before the original end date or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
  - (b) you are cancelling a request for discontinuous leave within **two days** of the end of the two-week discussion period under paragraph 10.2.
  - (c) the variation is at our request; or
  - (d) we agree otherwise.

## 12. SHARED PARENTAL PAY

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to **39 weeks** (less any weeks of SAP claimed by you or your partner) provided you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

- 12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least **eight weeks** before you want ShPP to start.

- 12.3 Any entitlement to any enhanced contractual parental pay may also be shared.

## 13. OTHER TERMS DURING SHARED PARENTAL LEAVE

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

- 13.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

- 13.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 13.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 14. KEEPING IN TOUCH

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

- 14.2 You may ask or be asked to work (including attending training) on up to **20 "keeping-in-touch" days** (KIT days) during your SPL. This is in addition to any KIT days that you



may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.

- 14.3 You will be paid at your normal daily basic rate of pay for time spent working on a KIT day regardless of the length of time worked per day and this will be inclusive of any shared parental pay entitlement.

## 15. RETURNING TO WORK

- 15.1 If you want to end a period of SPL early, you must give us **eight weeks'** written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least **eight weeks** before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our unpaid Parental Leave section), subject to the needs of the School.
- 15.3 You are entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if 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, but only in the following circumstances:
- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than **26 weeks** in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than **four weeks** of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## (G) UNPAID PARENTAL LEAVE

An employee is entitled to up to 18 weeks' unpaid parental leave per child if he/she is the birth or adoptive parent of a child who is under 18 years of age. To qualify for ordinary parental leave, employees must have completed at least one year's continuous service with the Trust. "Ordinary parental leave" should not be confused with shared parental leave.

### 1. RIGHTS DURING "ORDINARY" PARENTAL LEAVE

- 1.1 Qualifying employees will be entitled to a maximum of **18 weeks'** ordinary parental leave to be taken up until the child's 18th birthday. During ordinary parental leave, the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place

### 2. CONDITIONS OF "ORDINARY" PARENTAL LEAVE

- 2.1 You may not exercise any entitlement to ordinary parental leave unless you have complied with any request made by the Trust to produce evidence of parenthood or parental responsibility. This could be in the form of a birth certificate or adoption papers.
- 2.2 You must give proper notice of the period of leave that you propose to take. This notice must be given to the Trust at least **21 days** before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.
- 2.3 Where you are the father of the child in respect of whom the leave is to be taken and you request ordinary parental leave to begin when your child is born, your notice must specify the expected week of childbirth and the duration of the period of leave. You must give this notice at least **21 days** before the expected week of childbirth.
- 2.4 Where the ordinary parental leave is in respect of an adopted child and is to begin on the date of the placement, your notice must be given to the Trust at least **21 days** before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of ordinary parental leave requested.
- 2.5 The Trust may postpone a period of ordinary parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the Trust considers that its



business would be unduly disrupted if you were to take leave during the period requested. In such a case, the Trust will allow you to take an equivalent period of ordinary parental leave beginning no later than **six months** after the commencement of the period originally requested. The Trust will give notice in writing of the postponement stating the reason for it and specifying suggested dates for you to take parental leave. Such notice will be given no more than **seven days** after your notice was given to the Trust.

- 2.6 You may not take ordinary paternity leave in blocks of less than **one week** (except in relation to a child who is disabled).
- 2.7 You may not take more **than four weeks'** leave in respect of any individual child in any year. For these purposes a year is the period of **12 months** beginning when you first become entitled to ordinary parental leave in respect of the child in question, and each successive period of **12 months** beginning on the anniversary of that date

### 3. RETURNING FROM “ORDINARY” PARENTAL LEAVE

- 3.1 You are entitled to return to work after a period of ordinary parental leave to the job in which you were employed prior to the absence if it was an isolated period of leave lasting **four weeks** or less.
- 3.2 You have the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:
- a period of ordinary parental leave lasting no more than **four weeks**; or
  - any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than **26 weeks**.

If you return to work after a period of ordinary parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than **26 weeks**, you are entitled to return to the job in which you were employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances

