



Achieving together in faith

Holy Cross Catholic MAC

Family Friendly Policy 2025 / 2028

| | |
|---|--------------|
| Responsible for Policy | Marina Kelly |
| Catholic Life and Welfare Committee Approval Date | May 2025 |
| Posted on Website | 12 May 2025 |
| Sent out to Schools | 12 May 2025 |
| Date of Policy Review | 01 May 2028 |

Document Control:

Version History

| Version | Status | Date | Author | Department | Summary of Changes |
|----------------|-----------------|-------------|----------------|-----------------------------------|--|
| 1.0 | Draft | April 2025 | D Hetherington | HCCMAC, Central Team | Creation of Policy (Consolidation of maternity, paternity, adoption leave policy with carers leave, neonatal care leave and parental bereavement leave) |
| 1.0 | Approved | | | MAC Board of Directors | |

Family Friendly Policy

Contents

Section A: General introduction

1. Introduction
2. Scope of the policy
3. Monitoring and review of the policy
4. Retention and data protection
5. Definitions

Section B: Maternity leave and pay

1. Introduction
2. Notification
3. Time off for ante-natal care
4. Sickness
5. Health and safety
6. Entitlement to maternity leave
7. Starting maternity leave
8. Statutory maternity pay
9. Enhanced maternity pay
10. Terms and conditions during OML and AML
11. Annual leave
12. Pensions
13. Keeping in touch
14. Expected return date
15. Returning early
16. Returning late
17. Deciding not to return
18. Your rights when you return
19. Requests to change your working pattern

Section C: Breastfeeding or Expressing Milk

1. Introduction
2. Health and safety
3. Maternity suspension
4. Provision for expressing milk at work

Section D: Paternity leave and pay

1. Introduction
2. Time off to accompany for antenatal care
3. Entitlement to paternity leave
4. Ordinary paternity leave — timing and eligibility
5. Paternity Pay
6. Notification of Paternity Leave OPL
7. Changing the dates of OPL
8. Statutory paternity pay
9. Contractual paternity pay
10. Terms and conditions during OPL [and maternity support leave]
11. Annual leave
12. Pensions
13. Returning to work
14. Requests to change your working pattern
15. Deciding not to return

Section E: Adoption leave and pay

1. Introduction
2. Entitlement to adoption leave
3. Time off for adoption appointments
4. Notification of intention to take leave
5. Overseas adoptions
6. Starting adoption leave
7. Statutory Adoption Pay
8. Terms and conditions during OAL and AAL
9. Annual leave
10. Pensions
11. Disrupted adoption
12. Keeping in touch
13. Expected Return Date
14. Returning early
15. Returning late
16. Deciding not to return
17. Your rights when you return
18. Requests to change your working pattern
19. Shared parental leave

Section F: Neonatal Care Leave & Pay

1. Introduction
2. Definition of Neonatal Care
3. Eligibility for Neonatal Care Leave (NCL)
4. Neonatal Care Leave Entitlement
5. Notification requirements
6. Neonatal Care Pay (NCP)

Section G: Statutory Parental leave (Unpaid)

1. Introduction
2. Entitlement to parental leave
3. Timing of parental leave
4. Notification requirements
5. Evidential requirements
6. Our right to postpone parental leave
7. Terms and conditions during parental leave
8. Pensions — teaching staff
9. Pensions — support staff
10. Returning to work
11. Abuse of this policy

Section H: Shared parental leave and pay

1. Introduction
2. Definition of Shared Parental Leave
3. Entitlement to SPL when a child is born
4. Entitlement to SPL when a child is adopted
5. Opting in to shared parental leave and pay
6. Ending your maternity or adoption leave
7. Ending the mother's maternity leave or your partner's adoption leave
8. Evidence of entitlement
9. Notifying us of your SPL dates
10. Procedure for requesting discontinuous (split) periods of SPL
11. Changing the dates or cancelling your SPL
12. Shared parental pay
13. Other terms during shared parental leave
14. Annual leave
15. Keeping in touch
16. Returning to work

Section I: Carer's Leave

1. Introduction
2. Definition of Carer's Leave
3. Entitlement to Carer's Leave
4. Notification of Carer's Leave

Section J: Parental Bereavement Leave

1. Introduction
2. Eligibility and Notification Requirements
3. Length of Parental Bereavement Leave
4. Parental Bereavement Leave pay
5. Right to Return

Section A: General introduction

1. Introduction

Holy Cross Catholic Multi Academy Company recognises its responsibilities to ensure that support is available to employees as they combine career and family responsibilities. Should you have any queries or have a specific question which is not outlined in this document please contact the HR department.

This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, neonatal leave, parental leave, shared parental leave, carers leave and parental bereavement leave for employees of Holy Cross Catholic Multi Academy Company (the MAC). It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. Holy Cross Catholic MAC is committed to providing equality of opportunity in employment and to developing work practices and policies that support work life balance. No-one will be discriminated against, be subject to detriment or lose career development opportunities by taking leave under this policy.

1. Scope of the policy

This policy applies to all employees of the MAC. The policy does not apply to agency workers, consultants or the self-employed.

2. Monitoring and review of the policy

This policy is reviewed and amended every three years by the MAC. We will monitor the application and outcomes of this policy to ensure it is working effectively.

3. Retention and data protection

When managing an employee's leave and pay under this policy, the Trust processes personal data collected in accordance with its data protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the leave and pay. We will comply with the requirements of the Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018).

Records will be kept in accordance with our Staff Privacy Notice, and Data retention Policy and in line with the requirements of Data Protection Legislation.

4. Definitions

The following definitions apply in this policy:

| | |
|----------------------------------|--|
| Expected Week of Childbirth | the week starting on a Sunday in which your doctor or midwife expects you (or your spouse, civil partner or partner) to give birth |
| Qualifying Week | the fifteenth week before the Expected Week of Childbirth, or the week in which you are notified in writing by an adoption agency of having been matched with a child |
| Intended Start Date | the date on which you would like to start your maternity, paternity or adoption leave |
| Expected Return Date | the date we will expect you to return to work if you take your full entitlement to maternity leave or adoption leave |
| Relevant Period | an eight-week period ending with the Qualifying Week in birth cases, or the eight-week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with a child in adoption cases |
| Ordinary Maternity Leave (OML) | a period of 26 weeks' leave available to all employees who qualify for maternity leave |
| Additional Maternity Leave (AML) | a further period of up to 26 weeks' leave immediately following OML |
| Partner | someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle, niece or nephew |

| | |
|-------------------------------|--|
| Parent | one of two people (whether of a different sex or the same sex) 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) |
| Expected Placement Date | the date on which an adoption agency expects that it will place a child into your care with a view to adoption |
| Ordinary Adoption Leave (OAL) | a period of up to 26 weeks' leave available to all employees who qualify for adoption leave |
| Additional Adoption Leave | a further period of up to 26 weeks' leave immediately following OAL |

Section B: Maternity leave and pay

1. Introduction

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth.

2. Notification

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety issues,

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell your Line Manager in writing:

- i. That you are pregnant
- ii. The Expected Week of Childbirth
- iii. The date on which you would like to start your maternity leave (Intended Start Date)

You must also provide a certificate from a doctor or midwife (usually on a MAT BI form) confirming your Expected Week of Childbirth (this is not available before the 20th week of pregnancy and is usually provided around the 26th week of pregnancy).

3. Time off for ante-natal care

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment and wherever possible, try to arrange them as near to the start or end of the working day.

4. Sickness

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent due to sickness for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will start automatically (see paragraph 7, Starting maternity leave).

5. Health and safety

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties we will take reasonable steps necessary (for as long as necessary) to avoid those risks. This may involve:

- a. Changing your working conditions or hours of work;
- b. Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- c. Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

6. Entitlement to maternity leave

All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' maternity leave which is divided into:

Ordinary maternity leave of 26 weeks (OML)

Additional maternity leave of a further 26 weeks immediately following OML (AML)

7. Starting maternity leave

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

Maternity leave can commence on any day of the week.

You must notify your Line Manager in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 2.2). We will then write to you within 28 days to inform you Of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

- a. Your Intended Start Date (if notified to us in accordance with this policy); or
- b. The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
- c. The day after you give birth,

If you give birth before your maternity leave was due to start, you must let your Line Manager know the date of the birth in writing as soon as possible.

The law prohibits you from working during the two weeks following childbirth. Shortly before your maternity leave starts, you and your line manager will discuss the arrangements for covering your work and how you will remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

8. Statutory maternity pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 12). You are entitled to SMP if:

- a. You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- b. Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
- c. You provide us with a doctor's or midwife's certificate (MAT BI form) stating your Expected Week of Childbirth;
- d. You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and

- e. You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

| | |
|--------------|--|
| Weeks 1 - 6 | 90% of your average weekly earnings, calculated over the Relevant Period. This is called the Earnings-Related Rate. |
| Weeks 7 - 39 | The Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate (90% of your average weekly earnings) if this is lower. |

SMP accrues from the day on which you commence your OMI_ and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- a. The week following the week in which employment ends; or
- b. The eleventh week before the Expected Week of Childbirth.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

9. Enhanced maternity pay

Teachers

Teaching staff with at least twelve months continuous service at the 11th week before the EWC, will be entitled to receive enhanced maternity pay as follows, in addition to payments set out in 8 (if eligible):

| Week No. | Entitlement |
|--------------|---|
| Weeks 1 -4 | Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP) |
| Weeks 5 - 6 | 90 % of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP) |
| weeks 7 - 18 | 50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay. |
| | Full pay (offset against payments made by way of SMP (Note —the rate of SMP changes from week 6) or Maternity Allowance (MA) for employees not eligible for SMP) |

You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13-week period, you will be required to refund the amount paid to you for this period.

If you request to reduce your hours on your return and your request is agreed, this 13week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

Support staff

Support staff with twelve months continuous service at the 11th week before the EWC, will be entitled to receive enhanced maternity pay as follows, in addition to payments set out in 8:

| | |
|--------------|---|
| Weeks 1 —6 | 90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP) |
| Weeks 7 - 18 | 50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction except by the extent to which the combined pay and SMP exceeds full pay. |

You must return to your job for at least 13 weeks as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13-week period, you will be required to refund the amount paid to you for this period. If you request to reduce your hours on your return and your request is agreed, this 13-week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours

10. Terms and conditions during OML and AML

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

- a. Benefits in kind such as life insurance and health insurance shall continue.
- b. Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph II, Annual leave); and
- c. Pension benefits shall continue (see paragraph 12, Pensions).

11. Annual leave

All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.

Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to

accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — term time only/term time plus

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff —full working year

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 before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting maternity leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

12. Pensions

During OMI- and any further period of paid maternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent, If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions

on 0345 6066166 and for support staff, this will be the LGPS scheme on 0300 111 1665.

13. Keeping in touch

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

You may work (including attending training) for up to ten days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as Keeping in Touch (KIT) days. KIT days enable employees to keep in touch and up to date with developments at work and may include working, attending training sessions or meetings. You can attend work as a KIT day at any stage during the maternity leave period, which always must be with the prior agreement with the school, with the exception of during the first two weeks after the baby is born. The arrangements, including pay, would be set by agreement with your line manager.

Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your ten KIT days, if you do any further work you will lose a week's SMP for the week in which you have done that work. KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This could be one of your KIT days. This may cover:

- a. Updating you on any changes that have occurred during your absence;
- b. Any training needs you might have; and
- c. Any changes to working arrangements (for example if you have made a request to work part-time)

14. Expected return date

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date,

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

15. Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks prior notice in writing. If insufficient notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

16. Returning late

If you wish to return later than the Expected Return Date, you may request unpaid parental leave in accordance with section E, 'Parental Leave', giving us as much notice as possible but not less than eight weeks.

Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

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

17. Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period; otherwise we may require you to return to work for the remainder of the notice period.

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

This does not affect your right to receive SMP. However, as stated above, you will be liable to refund any contractual maternity pay you have received in excess of statutory entitlement.

18. Your rights when you return

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

However, if you have taken any period of AML or more than four weeks' parental leave, 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.

19. Requests to change your working pattern

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no right to insist on working part-time, but you do have a statutory right to request flexible working. We will consider your request in accordance with the provisions of this statutory right, bearing in mind the needs of our organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Section C: Breastfeeding or Expressing Milk

1. Introduction

This section sets out the MACs stance on the support given to new mothers who return to work after maternity leave whilst continuing to breastfeed or express milk.

2. Health and Safety

The MAC has specific obligations to employees who are breastfeeding or expressing milk in order to protect their health, safety and welfare at work, and takes these obligations seriously and as a priority.

Risk assessments will always be carried out in respect of employees who have returned from maternity leave and who are breastfeeding/expressing milk. Any risks identified must be addressed. The MAC will seek ways to eliminate the risk fully or alternatively seek a reduction in the risk where this is acceptable.

Adjustments will be made to the employee's role in order to eliminate or reduce the risk for the period that the employee continues to breastfeed/express milk. If

no adjustments can be made which have the desired effect, the MAC will seek suitable alternative work to be offered to the employee on a temporary basis until the risks are removed or breastfeeding/expressing milk ends. Maternity suspension on full pay will be the last resort should no alternative work be available.

3. Maternity Suspension

Maternity Suspension is not in any way a disciplinary action but is a protective measure for the employee and the employer. Employees will remain on full pay for the suspension period. In addition, all of the employee's normal terms and conditions will continue to apply for the duration of the suspension.

4. Provision for expressing milk at work

Employees who are breastfeeding/expressing milk at work should, wherever possible, do this during their contractual rest breaks (e.g. lunchtime). If this is not possible a time should be agreed between the employee and their line manager. Private facilities for breastfeeding/expressing milk will be provided (the use of toilets for this purpose is unacceptable). If milk is to be kept in a communal fridge, it must have a clearly visible label.

Section D: Paternity leave and pay

1. Introduction

This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive ante-natal care, paternity leave and pay.

2. Time off to accompany for antenatal care

Employees are entitled to take unpaid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than 6 and a half hours each, if you:

- a. Are the biological father of the child; or
- b. Are the spouse or civil partner of the child's mother;
- c. Live with the child's mother in an enduring family relationship and are not a relative; or
- d. Are to be treated as a parent of an expected child by fertility treatment (under the assisted reproduction provisions of the Human Fertilisation and Embryology Act (HEFA) 2008); or

- e. 2.1,5 Are a potential applicant for a parental order where a child has been conceived using the sperm or egg of your spouse, civil partner or partner and has been carried by a surrogate mother (under the HEFA 2008).

Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments and who meet the criteria at 2.1 have the same right to accompany.

The appointments may include any relaxation or parenting classes but must have been made on the advice of the pregnant woman's doctor, midwife or health visitor.

If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" confirming:

- a. That you have a qualifying relationship with a pregnant woman or her expected child
- b. That you wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care which has been made on the advice of their doctor, midwife or health visitor
- c. The date and time of the appointment

You should try to give us as much notice as possible of the appointment and complete a Leave of Absence form to request paternity leave for antenatal appointments. Wherever possible, try to arrange them as near to the start or end of the working day.

3. Entitlement to paternity leave

Certain employees can take paternity leave in relation to the birth or adoption of a child. Both men and women can request paternity leave. However, in adoption cases, paternity leave is not available to an employee who also decides to take adoption leave. Further details of adoption leave are set out in section D, Adoption Leave and Pay.

4. Ordinary paternity leave — timing and eligibility

OPL must be taken as a period of either one week, two consecutive weeks or two separate periods of one week each. It cannot be taken in smaller instalments.

OPL can be taken from the date of the child's birth or adoption placement, but must end:

- In birth cases, within 56 days' of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days' of the first day of the Expected Week of Childbirth.
- In adoption cases, within 56 days' of the child's placement.

You are entitled to ordinary paternity leave (OPL) if you meet all the following conditions:

- a. You have been continuously employed by us for at least 26 weeks' ending with:
 - In birth cases, the 15th week before the Expected Week of Childbirth.
 - In adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child.
- b. You:
 - Are the biological father of the child;
 - Have been matched with a child by an adoption agency;
 - Are the spouse, civil partner or partner of the child's mother; or
 - Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
- c. You:
 - Expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - Are the child's biological father and you expecting to have some responsibility for the child's upbringing.
 - Are taking leave for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

5. Paternity pay

If an employee is entitled to SPP and leave, it will be paid at the weekly rate of SPP, or 90 percent of the employee's weekly earnings, whichever is the lowest.

If an employee is entitled to the contractual paternity scheme, it will be paid at the employee's contractual rate of pay.

6. Notification of Paternity Leave

If you are eligible and wish to take OPL or CPL in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week, or if this is not possible, as soon as you can.

You must confirm:

- a. The Expected Week of Childbirth, or the date on which you and your partner were notified of having been matched with the child, together with the Expected Placement Date;
- b. Whether you intend to take one week's leave or two consecutive weeks' leave;
- c. Whether this will be OPL, or a combination of CPL
- d. When you would like to start your leave. You can state that your leave will start on:
 - The day of the child's birth or the day on which the child is placed with you or the adopter
 - A day which is a specified number of days after the child's birth or placement; or
 - A specific date later than the first date of the Expected Week of Childbirth or the Expected Placement Date

We may require a signed declaration from you that you are taking OPL or CPL to care for the child or to support the child's mother or your partner in caring for the child.

7. Changing the dates of OPL

Where you are to take OPL in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 6. This notice should be given:

- a. Where you wish to vary your leave to start on the day of the child's birth/placement, at least 28 days' before the first day of the Expected Week of Childbirth/Expected Placement Date.

- b. Where you wish to vary your leave to start a specified number of days after the child's birth/placement, at least 28 days' (minus the specified number of days) before the first day of the Expected Week of Childbirth/Expected Placement Date.
- c. Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days' before that date.

If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

8. Statutory paternity pay

If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay (OSPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please visit www.gov.uk/paternity-pay-leave or contact the School Business/Office Manager.

9. Contractual Paternity Leave:

CPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments or individual days, CPL can be taken from the date of the child's birth or adoption placement, but must end:

- a. In birth cases, within 56 days' of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days' of the first day of the Expected Week of Childbirth,
- b. In adoption cases, within 56 days' of the child's placement.

You are entitled to Contractual Paternity Leave (CPL) if you meet all the following conditions:

- a. Be the child's father (or adopter) or the spouse or partner, same or opposite sex, of the child's mother.
- b. Have, or expect to have, responsibility for the child's upbringing.

- c. Have been continuously employed for at least one year, by the beginning of the 11th week before the EWC, or the end of the week they are notified of being matched with a child (if adopting from the UK); or from the date the child enters Great Britain (if adopting from overseas).
- d. Give proper notice and evidence to the school of their intention to take contractual paternity leave.

In the tragic circumstances of a still birth, which is defined as occurring after 24 weeks of pregnancy or of neo natal death, employees will be entitled to the same paternity leave and pay as if the pregnancy had reached full term.

For clarity:

Where an employee qualifies for Contractual Paternity Leave under this policy the maximum payment will be:

One week of Contractual Paternity Leave, followed by up to one additional week of Statutory Paternity Leave, taken in accordance with the policy.

Where an employee does not qualify for Contractual Paternity Leave under this policy the maximum payment will be:

Up to two weeks of Statutory Paternity Leave, taken in accordance with the policy.

10 Terms and conditions during OPL

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

- a. Benefits in kind such as life insurance and health insurance shall continue;
- b. Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 10, Annual leave); and
- c. Pension benefits shall continue (see paragraph II, Pensions).

11 Annual leave

All staff continue to accrue annual leave during paternity leave at the rate provided under their contract of employment.

Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff— term time only/term time plus

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period Of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — full working year

Annual leave entitlement will continue to accrue at the rate provided under your contract. If you are taking a period of OPL which will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are

subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

12 Pensions

During any period of paid paternity leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0845 6066166 and for support staff, this will be the LGPS scheme on 0300 111 1665.

During any period of unpaid paternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid paternity leave, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

13 Returning to work

You are normally entitled to return to work following maternity support leave or OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

However, if you have combined your OPL with a period of:

- a. Additional maternity leave;
- b. Additional adoption leave; or
- c. Parental leave of more than four weeks,

and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

14 **Requests to change your working pattern**

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

15 **Deciding not to return**

If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive OSPP.

Section E: Adoption leave and pay

1. **Introduction**

This section outlines the statutory rights and responsibilities of employees who adopt (including surrogacy cases).

2. **Entitlement to adoption leave**

All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' adoption leave which is divided into:

- a. Ordinary adoption leave of 26 weeks (OAL)
- b. Additional adoption leave of a further 26 weeks immediately following OAL (AAI)

Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 4). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

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

- a. An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
- b. You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- c. Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

There is no right to statutory adoption leave or pay for private adoptions or for step-parents adopting their step-children.

If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.

In relation to surrogacy, you are entitled to adoption leave if all of the following conditions are met:

- a. A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
- b. You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

There is no right to statutory leave or pay for parents who have a child with the help of a surrogate but who are not eligible for a parental order (for example where neither of them has supplied the genetic material for the child).

3. Time off for adoption appointments

You are entitled to take time off during your working hours to attend adoption appointments that take place after an adoption agency has notified you that a child is, or is expected to be placed with you, for adoption. These appointments must be made by an adoption agency:

- a. So that you can have contact with that child; or
- b. For any other purpose connected with that adoption.

Agency workers who have completed their 12 week qualifying period in the same role, with no breaks during or between assignments and who meet the criteria at 3.1 have the same right to attend.

You are entitled to paid time off to attend up to five appointments, lasting no more than 6 and a half hours each during working hours if you are:

- a. Adopting on your own; or
- b. Adopting as part of a couple and have been elected as the main adopter

You will be entitled to unpaid time off to attend up to two appointments, lasting no more than 6 and a half hours each during working hours if you are adopting a child as part of a couple and have not been elected as the main adopter.

If you are eligible and wish to take time off for this purpose, you must provide us with a signed "employee declaration" confirming:

- a. That you wish to take time off to attend an adoption appointment that has been made by or at the request of the adoption agency; and
- b. The date and time of the appointment; and
- c. If you are part of a couple adopting and have been elected as the main adopter, confirmation that you are electing to take paid time off

You should try to give us as much notice as possible of the appointment and complete a Leave of Absence form to request paternity leave for antenatal appointments. Wherever possible, try to arrange them as near to the start or end of the working day

4. Notification of intention to take leave

You must give us notice in writing of:

- a. The Expected Placement Date; and
- b. Your intended start date for adoption leave (Intended Start Date) (see paragraph 5).

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

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

- a. A Matching Certificate from the adoption agency confirming:
- b. The agency's name and address;
- c. The date you were notified of the match;
- d. The Expected Placement Date; and

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

In relation to surrogacy, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable. You must also complete a declaration confirming your entitlement. We will write to you within 28 days' of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave. When the child is born you must tell us the date of birth.

5. Overseas adoptions

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

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

You must give us notice in writing of:

- a. Your intention to take adoption leave;
- b. The date you received Official Notification; and
- c. The date the child is expected to arrive in Great Britain.

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

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

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

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

6. Starting adoption leave

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.

You must notify us of your Intended Start Date in accordance with paragraph 3. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can. You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new Start date or, if that is not possible, as soon as you can,

Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

In relation to surrogacy, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

7. Statutory Adoption Pay

Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

You have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;

Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government; and

You have given us the relevant notifications under paragraph 4.

SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

| | |
|--------------|--|
| Weeks 1 - 6 | 90% of your average weekly earnings, calculated over the Relevant Period. This is called the Earnings-Related Rate. |
| Weeks 7 - 39 | The Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate (90% of your average weekly earnings) if this is lower. |

SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- a. 14 days before the Expected Placement Date; or
- b. The day after your employment ends,
- c. whichever is the later.

If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

8. **Enhanced Adoption Pay**

Teachers

Teaching staff with at least 12 months continuous service at the 11th week before the Expected week of adoption (EWA), will be entitled to receive enhance adoption pay as follows, in addition to payments set out in 7. (if eligible).

| Week No. | Entitlement |
|-----------------|---|
| Weeks 1 -4 | Full pay (offset against payments made by way of SAP or Adoption Allowance (AA) for employees not eligible for SAP) |
| Weeks 5 - 6 | 90 % of salary (offset against payments made by way of SAP or Adoption Allowance (AA) for employees not eligible for SAP) |
| weeks 7 - 18 | 50% of salary plus any Prescribed Rate SAP to which you are entitled, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay. |
| | Full pay (offset against payments made by way of SAP (Note —the rate of SAP changes from week 6) or Adoption Allowance (AA) for employees not eligible for SMP) |

Support Staff

| | |
|--------------|---|
| Weeks 1 —6 | 90% of salary (offset against payments made by way of SAP or Adoption Allowance (AA) for employees not eligible for SAP) |
| Weeks 7 - 18 | 50% of salary plus any Prescribed Rate SAP to which you are entitled, paid without deduction except by the extent to which the combined pay and SAP exceeds full pay. |

9. Terms and conditions during OAL and AAL

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

- a. Benefits in kind such as life insurance and health insurance shall continue;
- b. Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 8, Annual leave); and Pension benefits shall continue (see paragraph 9, Pensions).

10. Annual leave

All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment.

Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — term time only/term time plus

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — full working year

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 before starting your adoption leave can be carried over to the next holiday year and must be taken

immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

11. Pensions

During OAL and any further period of paid adoption leave we shall continue to make any employer pension contributions that we usually make, based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0845 6066166 and for support staff, this will be the LGPS scheme on 0300 111 1665.

During unpaid AAL, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid AAL but you can purchase additional pension on top Of your normal contributions in multiples of €250 up to a maximum set by Teachers' Pensions.

12. Disrupted adoption

Adoption leave is disrupted if it has started but:

- a. You are notified that the placement will not take place;
- b. The child is returned to the adoption agency after placement; or
- c. The child dies after placement.

In case of disruption your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

13. Keeping in touch

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

You may work (including attending training) for up to ten days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as Keeping in Touch (KIT) days. KIT days enable employees to keep in touch and up to date with developments at work and may include working attending training sessions or meetings. You can attend work as a KIT day at any stage during the maternity leave period, which always must be with the prior agreement with the school, with the exception of during the first two weeks after the baby is born. The arrangements, including pay, would be set by agreement with your line manager.

Any work you do as a KIT day, even as little as an hour for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your ten KIT days, if you do any further work you will lose a week's SMP for the week in which you have done that work.

KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This could be one of your KIT days. This may cover:

- a. Updating you on any changes that have occurred during your absence;
- b. Any training needs you might have; and
- c. Any changes to working arrangements (for example if you have made a request to work part-time)

14. Expected Return Date

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

We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs, 13, 14 and 15). It will help us if, during your

adoption leave, you are able to confirm that you will be returning to work as expected.

15. Returning early

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

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

16. Returning late

If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with section E, 'Parental Leave' giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

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

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

17. Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

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

This does not affect your right to receive SAP.

18. Your rights when you return

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

However, if you have taken any period of AAL or more than four weeks' parental leave, 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.

18. Requests to change your working pattern

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

19. Shared parental leave

You may choose to end your adoption leave and take shared parental leave. See section F for further details.

Section F: Neonatal Care Leave

1. Introduction

From 6 April 2025 employees have a new statutory right from day one of employment where they are responsible for a baby receiving neonatal care. We recognise that this can be a difficult and worrying time, both physically and mentally.

The right to Neonatal Care Leave (NCL) will be in addition to maternity, adoption, paternity and shared parental leave.

2. Definition of Neonatal Care

Neonatal care is available for qualifying employees whose child is born on or after 6 April 2025.

Neonatal care is defined in law as care of a medical or palliative kind lasting for at least seven consecutive days which starts within 28 days beginning with the day after the child's birth. The medical care may be received in hospital, or out of hospital providing the child was originally an inpatient and the care is under the direction of a consultant. Neonatal care also covers babies receiving palliative or end of life care.

3. **Eligibility for Neonatal Care Leave**

Employees can access Neonatal Care Leave (NCL) from their first day of employment. The leave is available to both parents who are employed.

To qualify for NCL, an employee must be:

- The child's parent, intended parent (under a surrogacy arrangement), or the partner of the child's mother at the time of birth.
- The child's adopter or prospective adopter (or their partner), including cases of international adoption.

Additionally, the employee must have or expect to have responsibility for the child's upbringing and must take the leave to care for the child.

4. **Neonatal Care Leave Entitlement**

The duration of NCL depends on the length of time the baby needs neonatal care, although it is capped at 12 weeks. Parents are entitled to take one week of neonatal care leave for each consecutive seven-day period that your baby is receiving neonatal care, up to a maximum of 12 weeks.

An employee must take NCL before the end of a period of 68 weeks beginning with the child's date of birth, or date of placement in cases of adoption. If you accrue neonatal care leave after already starting another period of statutory family leave, such as maternity or paternity leave, then you can take the neonatal care leave after the end of the statutory family leave, providing it is within 68 weeks beginning on the child's date of birth or placement.

There are different leave entitlements that apply, depending on when an employee takes NCL. These are known as Tier 1 and Tier 2:

- **Tier 1:** If NCL is taken while the baby is receiving care (and up to a week post-discharge), it is classified as a Tier 1 period. An employee can take Tier 1 leave in non-continuous blocks of at least one week at a time.
- **Tier 2:** All other leave falls within the Tier 2 period and must be taken in one continuous block.

5. **Notification Requirements**

The employee must give notice in writing if they want to take neonatal care leave.

The notice must specify:

- employee name
- the child's date of birth, or date of placement if adoption
- the date(s) the child started receiving neonatal care
- the date neonatal care ended if the child is no longer receiving it
- the date you want the leave to begin
- the number of weeks' leave you want to take
- the declaration that you are taking the leave to care for the child
- the declaration that you meet the eligibility requirements.

If an employee wishes to take neonatal care leave in the Tier one period they must give the required notice before they are due to start work on the first day of absence, unless it is not reasonably practicable to do so, to prevent any delays in accessing their entitlement.

If an employee wishes to take neonatal care leave in the Tier two period, they must give us the required notice no later than 15 days before the first day of leave when taking a single week, or no later than 28 days before the first day of leave when taking two or more weeks.

If an employee changes their mind about taking neonatal care leave, they can withdraw their notice by following the same notice periods as above.

6. **Neonatal Care Pay (NCP)**

Employees are entitled to Statutory Neonatal Care Pay during neonatal care leave if they:

- are eligible for statutory neonatal care leave
- have 26 weeks' continuous service by the week immediately preceding the one in which neonatal care starts
- earn at least the lower earnings limit on average calculated over the period of eight weeks ending with the week before neonatal care starts
- are still in employment in the week before neonatal care starts.

If an employee is eligible, they are entitled to a maximum of 12 weeks' Statutory Neonatal Care Pay, paid at one week per every seven uninterrupted days of care the child receives.

The weekly rate of Statutory Neonatal Care Pay is the lower of:

- the current statutory rate
- 90% of the employee's normal weekly earnings.

If an employee is eligible for Statutory Neonatal Care Pay, must provide notice in writing of their intention to claim it alongside their notice of intention to take neonatal care leave.

Where the employee is claiming Statutory Neonatal Care Pay in the Tier one period, they must provide notice before the end of 28 days after the first day of the pay week the notice refers to.

If the employee is claiming Statutory Neonatal Care Pay in the Tier two period, they must provide notice no later than 15 days before the first day of the relevant pay week when taking a single week, or no later than 28 days before the first day of the first relevant pay week when taking two or more weeks.

The notice must include:

- employee name
- the child's date of birth, or date of placement if adoption
- the date(s) the child started receiving neonatal care
- the date neonatal care ended if the child is no longer receiving it
- the declaration that the week they are claiming pay for was taken to care for the child
- the declaration that they meet the eligibility requirements.

Section G: Statutory Parental leave (Unpaid)

1. Introduction

The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

This section of the policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

2. Entitlement to parental leave

Employees who fulfil the criteria set out in this paragraph 2.3 (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 3 to paragraph 6.

Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your Line Manager/Headteacher/the HR Department.

To take a period of parental leave in relation to a child, you must:

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

You have responsibility for a child if you:

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

3. Timing of parental leave

You can take parental leave for each child and adopted child up to their 18th birthday.

You are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

Unless the leave is to be taken in respect Of a child entitled to a disability living allowance, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

4. Notification requirements

You must give your Line Manager/Headteacher/the HR Department notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

- a. If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.
- b. If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
- c. In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your Line Manager/Headteacher/the HR Department notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

5. Evidential requirements

Before you take a period of parental leave under this policy, you must provide us with evidence of:

- a. Your responsibility or expected responsibility for the child;
- b. The child's date of birth or date of adoption placement; and
- c. For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line manager/the Trust's HR Department.

6. Our right to postpone parental leave

Where you give notice in accordance with paragraph 4 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

We might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

- a. You wish to take parental leave during a peak period;
- b. A number Of employees wish to take parental leave at the same time;
- c. Your work is of importance to a time-critical project; or
- d. Cover for your work cannot be found before the date on which your parental leave is due to start.

If we decide to postpone your parental leave, we shall:

- e. Consult you about the date to which the leave might be postponed; and
- f. No more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

7. Terms and conditions during parental leave

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

8. Pensions — teaching staff

During any period of unpaid paternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid paternity leave, but you can purchase additional pension on top of your normal contributions in multiples Of €250 up to a maximum set by Teachers' Pensions.

9. Pensions — support staff

LGPS membership continues to build up during the first 30 days of any period of unpaid leave, including parental leave, as long as you may the pension contributions that you would have paid had you been at work. After the first 30 days, the period will not count as pensionable service. You may if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits.

10. Returning to work

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

However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs

of our business. It is helpful if flexible working requests are made as early as possible.

11. Abuse of this policy

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Section H: Shared parental leave and pay

1. Introduction

This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

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

2. Definition of Shared Parental Leave

Shared parental leave (SPL) is a form of leave available to working parents following the birth or adoption of a child.

SPL allows parents, and partners in certain circumstances (see 3,1 below), to take up to 52 weeks leave in total on the birth or adoption of a child. You may be able to take this leave at the same time or at different times. Up to 50 weeks of this leave may be designated as SPL. Assuming you are both eligible, you and your partner can choose how you split that leave between you. You may be able to take this leave at the same time or at different times. You may also be able to take it in more than one block, SPL must be taken in the first 52 weeks of the child's birth or adoption.

If you choose to take SPL then any period of maternity or adoption leave being taken in respect of the child will end.

3. Entitlement to Shared Parental Leave when a child is born

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 your partner, if the father is not 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).

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.

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).

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

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL (see section C Paternity leave and pay). Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

4. Entitlement to SPL when a child is adopted

You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.

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 f30 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).

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.

If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see section C Paternity leave and pay). 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

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 giving the information set out below, as appropriate.

When a child is born:

- 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 much of that 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);
- 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 much of that 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. 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 meet the statutory conditions for entitlement to SPL and ShPP.

When a child is adopted:

- 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
- f. 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),
- g. 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);
- h. 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);
- i. 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 O and paragraph 0 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
- j. declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

6. Ending your maternity or adoption leave

If you choose to take SPL then the maternity or adoption leave that you, your partner or the other parent are taking will come to an end. This is called curtailment.

If you are still on maternity leave or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your child is placed, but you cannot end your maternity or adoption leave until at least two weeks after the birth or placement,

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see clause 5 above) or a written declaration that the child's other parent or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity or adoption 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, you can revoke the curtailment notice in writing up to eight weeks after it was given;
- b. (birth only) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- c. if the other parent has died.

Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the in circumstances in paragraph 6.4.2.

7. Ending the mother's maternity leave or your partner's adoption leave

When a child is born, if you are the child's father or the mother's partner, you will only be able to take SPL once the mother 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 a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

When a child is adopted 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 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); OR
- b. One or more documents from the adoption agency showing the agency's name and address and the expected placement date; AND
- c. The name and address of the other parent's employer (or a declaration that they have no employer).

9. Notifying us of your SPL dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

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.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave.

10. Procedure for requesting discontinuous (split) periods of SPL

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your Line Manager/Headteacher/or School Business Manager in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If

we have not reached an 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, you will be entitled to 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

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.

You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date.

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 and the new end date.

You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date,

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 10.

You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- a. the variation is a result of your child being born or placed earlier or later than the EWC or expected placement date;
- b. the variation is at our request; or

c. we agree otherwise.

12. Shared parental pay

ShPP of up to 39 weeks (less any weeks of SMP or SAP claimed by you or the other parent/eligible partner) may be available 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.

13. Other terms during shared parental leave

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

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform [the school business manager/another] that you wish to make up any shortfall.

14. Annual leave

All staff continue to accrue annual leave during SPL at the rate provided under your contract of employment.

Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — term time only/term time plus

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Line Manager/Headteacher/the HR Department.

Support staff — full working year

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

15. Keeping in touch

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.

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 Line Manager/Headteacher/Trust's HR Department.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

16. Returning to work

If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. You should give this notice in writing. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

If you have unused SPL entitlement remaining and want to extend your SPL, you must submit a new 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. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave (see section E), which will be subject to business need.

You are normally 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, 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 (under our Parental Leave Policy).

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.

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

Section I: Carer's Leave

1. Introduction

This section outlines the support the MAC offers its employees when they have caring responsibilities outside of work. Specifically, this section covers areas

such as the definition of a carer, the support we offer for carers, and the role that both employees and managers will play.

2. Definition of Carer's Leave

Carer's leave is a statutory entitlement which is available to employees to give care or arrange care for a dependant who have a physical or mental illness or injury that means that they are likely to need long-term care. Alternatively, the dependant may have a disability or may need care due to old age. The dependant could be a relative or anyone else who depends on the employee for their care. For parents who wish to take carer's leave, this entitlement can be taken in addition to parental leave.

3. Entitlement to Carer's Leave

Employees have a statutory entitlement to one week's unpaid Carer's Leave in any 12-month period in order to provide or arrange care for a dependant with a long-term care need. A long-term care need is someone with an illness or injury which is likely to require care for more than three months, or a disability under the Equality Act 2010, or who requires care for a reason connected with old age.

A week means the length of time that the employee usually works over 7 days. For example, if someone usually works 3 days a week, they can take 3 days of carer's leave.

Employees may take either a whole week off or take individual days / half days throughout the year. If an employee needs to care for more than one person, they cannot take a week of carer's leave for each dependant; they can only take one week every 12 months.

If there is an emergency related to a dependant, this leave can be requested as time off for dependants and the carer's leave notice periods do not apply. Please see the Leave of Absence Policy for further details.

4. Notification of Carer's Leave

The minimum amount of notice that an employee is required to give will depend on the length of time they wish to take off as carer's leave:

| Length of Carer's Leave | Notice Required |
|--------------------------------|------------------------|
| ½ day - 1 day | 3 days' notice |

| | |
|--|-----------------|
| 1.5 – 2 days | 4 days' notice |
| 2.5 – 3 days | 6 days' notice |
| 3.5 – 4 days | 8 days' notice |
| 4.5 – 5 days | 10 days' notice |
| 6 days (if an employee works a 6 day week) | 12 days' notice |

Wherever possible, a request to take carer's leave should be submitted in writing. The request to take carer's leave cannot be refused but it may be necessary, on rare occasions where the timing of the absence would cause serious disruption, to ask for the leave to be delayed to another date. If leave does need to be delayed, another date within one month of the requested date will be agreed. The reason for the delay will be given and the new agreed date will be confirmed in writing to the employee within seven days of the request.

There is no requirement to submit evidence of the care needs of the dependant.

Section J: Parental Bereavement Leave

1. Introduction

This section sets out employees' entitlements to parental bereavement leave, which came into effect from 6 April 2020. The MAC is committed to providing support to employees who experience loss in their lives and understands that the death of a child, or a stillbirth, can be an extremely difficult time. This policy explains rights to time off, pay during time off and other support offered.

2. Eligibility and Notification Requirements

Parental bereavement leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take parental bereavement leave if you fall into any one of the following categories:

- A 'natural' parent
- An adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing
- A 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child

- An employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt
- An intended parent under a surrogacy arrangement where it was expected that a parental order would be made
- A 'parent in fact' which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers
- The partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave (further information provided below).

Leave to be taken within the first 56 days of the death:

You do not need to give any advance notice of taking parental bereavement leave. The MAC asks that you contact your Line Manager and HR via telephone by the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

Leave to be taken later than the first 56 days since the death:

You need to give one week's advance notice of taking parental bereavement leave to your Line Manager and HR by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

Cancelling or changing leave dates

You can cancel a period of annual leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

3. Length of Parental Bereavement Leave

A total of two weeks may be taken as parental bereavement leave and you may choose to take leave as:

- A single block of one week
- A single block of two weeks
- Two separate blocks of one week

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56-week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to maternity and paternity leave, provided you were eligible to take maternity or paternity leave in the first place, in addition to parental bereavement leave. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of parental bereavement leave in relation to each child.

4. Parental Bereavement Leave Pay

You will qualify for statutory parental bereavement pay during leave if you meet the following criteria:

- You have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies
- Your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes
- You are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90 per cent of your average weekly earnings (whichever is lower).

In order to receive statutory parental bereavement pay, you must provide us with notice of this to your Line Manager and HR with the following information

within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- The child's name
- The date of the death or stillbirth
- A declaration that you fall into the one of the categories listed under 'Eligibility' above.

5. Right to Return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including maternity, paternity, adoption leave etc in relation to the same child and
- it is not reasonably practicable for you to return to the same job.

If your period of leave exceeds 26 weeks, or a return to the same job is not reasonably practical you will be entitled to return to a suitable and appropriate job on terms that are no less favourable.

On your first day back to work, your Line Manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.