

# SHARED PARENTAL LEAVE POLICY

## TABLE OF CONTENTS

1. POLICY STATEMENT
2. WHO IS COVERED BY THIS POLICY?
3. DEFINITIONS
4. WHO IS RESPONSIBLE FOR THIS POLICY?
5. WHAT IS SHARED PARENTAL LEAVE (SPL)?
6. ENTITLEMENT TO SPL
7. OPTING IN TO SHARED PARENTAL LEAVE AND PAY
8. ENDING MATERNITY LEAVE
9. EVIDENCE OF ENTITLEMENT
10. NOTIFYING US OF YOUR SPL DATES
11. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL
12. CHANGING THE DATES OR CANCELLING YOUR SPL
13. SHARED PARENTAL PAY (ShPP)
14. OTHER TERMS DURING SHARED PARENTAL LEAVE
15. ANNUAL LEAVE
16. PENSIONS
17. REDUNDANCIES DURING SPL
18. KEEPING IN TOUCH
19. RETURNING TO WORK
20. RETURNING EARLY
21. RETURNING LATE
22. DECIDING NOT TO RETURN
23. YOUR RIGHTS WHEN YOU RETURN

24. RETURNING TO WORK PART-TIME

25. MONITORING AND REVIEW OF THE POLICY

## 1. POLICY STATEMENT

- 1.1 This policy outlines the arrangements for Shared Parental Leave (SPL) and Shared Parental Pay (ShPP) in relation to the birth of a child.
- 1.2 If you are adopting (including fostering with a view to adoption), or are involved in a surrogacy arrangement, please contact your manager for further details of how you can access Shared Parental Leave and Pay.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary elements, such as any time limits, as appropriate in any case.

## 2. WHO IS COVERED BY THIS POLICY?

- 2.1 This policy applies to all employees. It does not apply to workers, agency workers, consultants or contractors.
- 2.2 We are inclusive of all parents, irrespective of the means of becoming a parent, sexual orientations and gender identities. See our Adoption Policy for support available for adoptive parents.

## 3. DEFINITIONS

- 3.1 The definitions in this section apply in this policy.

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

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

**Partner:** your spouse, civil partner or someone (whether of a different sex or the same sex) living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the 15th week before the EWC.

**Earnings-Related Rate:** a rate of Shared Parental Pay which is calculated as 90% of your average weekly earnings taken over the eight weeks ending with the Qualifying Week, (the Relevant Period).

## 4. WHO IS RESPONSIBLE FOR THIS POLICY?

- 4.1 While we ask all managers to take responsibility for making sure this policy is complied with, its successful operation also depends on you. Please take the time to read and understand it, and to go back to your manager with any questions you may have. We also ask you to support colleagues using this policy, to ensure its success.

## 5. WHAT IS SHARED PARENTAL LEAVE (SPL)?

- 5.1 Shared Parental Leave (SPL) is a form of leave available to working Parents following the birth of a child.
- 5.2 The SPL system allows eligible Parents to designate up to 50 weeks of their Maternity Leave to SPL, which can then be shared between the Parents. They may be able to take this leave at the same time or at different times.
- 5.3 It provides a more flexible alternative to the default system whereby one Partner may qualify for up to 52 weeks' Maternity Leave and the other Partner may qualify for up to two weeks' Paternity Leave.

## 6. ENTITLEMENT TO SPL

- 6.1 You are entitled to SPL as a Parent 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).
- 6.2 The following conditions must also be fulfilled:
  - a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken,
  - b) the other Parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks, and
  - c) you and the other Parent must give the necessary statutory notices and declarations as summarised below, including notice to end any Maternity Leave, Statutory Maternity Pay (SMP) or Maternity Allowance (MA) periods.
- 6.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on Maternity Leave (or the weeks in which the mother has been in receipt of SMP or MA if they are not entitled to Maternity Leave).
- 6.4 SPL can only be taken after the birth of the child and after any period of compulsory leave has been taken.
  - a) If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth (or four weeks if you work in a factory environment).
  - b) If you are the child's father or the mother's Partner you may be entitled to two weeks' Paternity Leave and Pay (see our Paternity Policy). SPL entitlement is additional to your Paternity Leave

entitlement. You should consider using your two weeks' Paternity Leave before taking SPL. Once you start SPL you will lose any untaken Paternity Leave entitlement.

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

- 7.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written [Opt-In Notice](#) giving:
- a) your name and the name of the other Parent,
  - b) if you are the child's mother, the start and end dates of your Maternity Leave and if you are the child's father or the mother's Partner, the start and end dates of the mother's Maternity Leave, (if they are not entitled to Maternity Leave, the start and end dates of any SMP or MA period),
  - c) the total SPL available, which is 52 weeks minus the number of weeks' Maternity Leave, SMP, or MA period taken or to be taken,
  - d) how many weeks of the available SPL will be allocated to you and how many to the other Parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation),
  - e) 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,
  - f) how many weeks of the available ShPP will be allocated to you and how much to the other Parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation),
  - g) 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
  - h) declarations by you and the other Parent that you meet the statutory conditions for entitlement to SPL and ShPP.

## 8. ENDING MATERNITY LEAVE

- 8.1 If you are taking or intending to take Maternity Leave, you must give us at least eight weeks' written notice to end your Maternity Leave (a **Curtailment Notice**) before you can take SPL. The notice must state the date your Maternity Leave will end. You can give the notice before or after you give birth, but you cannot end your Maternity Leave until at least two weeks after the birth.
- 8.2 At the same time as giving us the Curtailment Notice, you must also give us, the Opt-In Notice (as described in section 7 above) or a written declaration that the child's father or your Partner has given their employer an Opt-In Notice and that you have given the necessary declarations in that notice. Our Opt-In Notice contains the Curtailment Notice element.

- 8.3 The other Parent may not take SPL from their employer until you have given us your Curtailment Notice.
- 8.4 The Curtailment Notice is usually binding and cannot be revoked. You can only revoke a Curtailment Notice if your Maternity Leave has not yet ended and one of the following applies:
- a) if you realise that neither you nor the other Parent are in fact eligible for SPL or ShPP, in which case you can revoke the Curtailment Notice in writing up to eight weeks after it was given,
  - b) if you gave the Curtailment Notice before giving birth, you can revoke it in writing up to six weeks after birth, or
  - c) if the other parent has died.
- 8.5 Once you revoke a Curtailment Notice you cannot opt back into the SPL scheme, unless section 8.4.b above applies.
- 8.6 If you are the child's father or the mother's Partner, you will only be able to take SPL once the mother or your Partner has either:
- a) returned to work,
  - b) given their employer a Curtailment Notice to end their Maternity Leave,
  - c) given their employer a Curtailment Notice to end their SMP (if they are entitled to SMP but not Maternity Leave), or
  - d) given a Curtailment Notice to the benefits office to end their MA (if they are not entitled to Maternity Leave or SMP).

## 9. EVIDENCE OF ENTITLEMENT

- 9.1 You must also provide on request:
- a) a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth), and
  - b) the name and address of the other Parent's employer (or a declaration that they have no employer).

## 10. NOTIFYING US OF YOUR SPL DATES

- 10.1 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 ShPP, if applicable.
- 10.2 The Period of Leave Notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end.
- 10.3 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.

- 10.4 If your Period of Leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in section 11 below.
- 10.5 You can give up to three Period of Leave Notices. This may enable you to take up to three separate blocks of SPL (subject to section 11 below). In exceptional circumstances, we may agree to accept more than three Period of Leave Notices but there is no obligation for us to do so.

## **11. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

- 11.1 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 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.
- 11.2 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).

## **12. CHANGING THE DATES OR CANCELLING YOUR SPL**

- 12.1 You can cancel a period of SPL by notifying us in writing at least eight weeks before the start date in the Period of Leave Notice.
- 12.2 You can change the start or end dates for a period of SPL or the length of a period of SPL by giving us at least eight weeks' notice before the original start or end date and the new start or end date.
- 12.3 You can change split periods of leave into a single continuous period of leave or vice versa by giving us at least eight weeks' notice before the new start date. We do not have to grant your request, but will consider it as set out in section 11 above.
- 12.4 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.

- 12.5 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 earlier or later than the EWC,
  - b) the variation is at our request, or
  - c) we agree otherwise.

### **13.SHARED PARENTAL PAY (ShPP)**

- 13.1 ShPP is payable for up to 39 weeks of SPL (less any weeks of SMP/MA claimed by you or the other Parent).
- 13.2 You are entitled to ShPP if:
- a) you have been continuously employed by us for at least 26 weeks at the end of the Qualifying Week, and you are still employed by us during that week, and
  - 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.
- 13.3 ShPP is paid at the Prescribed Rate, which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- 13.4 ShPP will stop being payable if you return to work (except where you are keeping in touch – see section 18 below).

### **14. OTHER TERMS DURING SHARED PARENTAL LEAVE**

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay. In particular:
- a) benefits in kind shall continue,
  - b) annual leave entitlement under your contract shall continue to accrue (see section 15 below), and
  - c) pension benefits shall continue (see section 16 below).

### **15.ANNUAL LEAVE**

- 15.1 During SPL, annual leave, including bank holidays, will accrue at the rate provided under your contract.
- 15.2 If your SPL will continue into the next holiday year, any annual leave for the year that cannot reasonably be taken before starting your SPL 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. Carry-over of more than one week is at your manager's discretion.
- 15.3 Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

## 16. PENSIONS

- 16.1 During SPL, we shall continue to make any employer contributions that we usually make into the relevant pension scheme applicable to your employment, providing that you continue to make contributions based on the ShPP you are receiving.
- 16.2 During unpaid SPL, we shall not make any payments into the relevant pension scheme applicable to your employment. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

## 17. REDUNDANCIES DURING SPL

- 17.1 In the event that your post is affected by a redundancy situation occurring during your SPL, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached regarding your continued employment. Employees on SPL shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## 18. KEEPING IN TOUCH

- 18.1 We may make reasonable contact with you from time to time during your SPL.
- 18.2 You may 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 manager.
- 18.3 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 ShPP entitlement for that day. Alternatively, you may agree with your manager to receive the equivalent paid time off in lieu.

## 19. RETURNING TO WORK

- 19.1 We will expect you back at work at the end of your SPL unless you tell us otherwise. It will help us if, during your SPL, you are able to confirm that you will be returning to work as expected.
- 19.2 Support will be offered during the leave period to maintain contact, facilitate returning to work and ensure employees do not face discrimination or disadvantage for future career advancement.
- 19.3 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 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). See section 24 below.



- 19.4 You may take reasonable paid leave during work hours to attend post-natal appointments as necessary. You should try to give us as much notice as possible of your appointments.
- 19.5 We will promote working environments that promote breastfeeding, including by ensuring adequate time, space and flexibility for breastfeeding mothers.

## **20. RETURNING EARLY**

- 20.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If not enough notice is given, we may postpone your return date until eight weeks after you gave notice.
- 20.2 If you have already given us three Period of Leave Notices you will not be able to end your SPL early without our agreement.

## **21. RETURNING LATE**

- 21.1 If you 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, assuming you still have SPL entitlement remaining and have not already submitted three Period of Leave Notices.
- 21.2 If you are unable to request more SPL, you may be able to request Annual Leave or Unpaid Parental Leave (under our Unpaid Parental Leave Policy), which will be subject to business or operational need.
- 21.3 If you are unable to return to work from SPL as expected due to sickness or injury, our Sickness Absence Policy will apply.
- 21.4 In any other case, a late return from SPL will be treated as unauthorised absence.

## **22. DECIDING NOT TO RETURN**

- 22.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss your thoughts with your manager 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. The amount of SPL 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.
- 22.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 22.3 This does not affect your right to receive ShPP.

## **23. YOUR RIGHTS WHEN YOU RETURN**

- 23.1 We do not tolerate discrimination in the workplace against people who have taken parental or carer's leave.
- 23.2 You are normally entitled to return to work in the same position you held before starting SPL, and on the same terms of employment.
- 23.3 However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and

appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- a) if your SPL and any Maternity or Paternity Leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively), or
- b) if you took SPL consecutively with more than four weeks of Unpaid Parental Leave (under our Unpaid Parental Leave Policy).

## **24. RETURNING TO WORK PART-TIME**

- 24.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after SPL 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 or operations. 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.

## **25. MONITORING AND REVIEW OF THE POLICY**

- 25.1 We will monitor staff usage of leave and analyse leave usage by gender.
- 25.2 We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.