

The Mercian Trust

Family Leave Policy

Policy Owner	The Mercian Trust
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1 Introduction

1.1 This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, shared parental and parental leave for The Mercian Trust employees. It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. This policy reflects our commitment 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.

2 Scope of the policy

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

3 Definitions

3.1 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.

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 (AAL)

A further period of up to 26 weeks' leave immediately following OAL.

4. Maternity Leave

4.1 Introduction

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

4.2 Notification

Where possible you should 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 provide the relevant person with the following information:

- That you are pregnant
- The Expected Week of Childbirth
- 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 B1 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).

4.3 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.

Unless it is the first appointment, we may ask you for proof, for example your appointment card, of your attendance at ante-natal appointments.

4.4 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 4.7, Starting maternity leave).

4.5 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:

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

4.6 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).

4.7 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 the relevant person in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 4.2). 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.

4.9 Maternity leave shall start on the earlier of:

- Your Intended Start Date (if notified to us in accordance with this policy)
- 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
- The day after you give birth.

If you give birth before your maternity leave was due to start, you must let the relevant person 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.

4.10 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 4.15). You are entitled to SMP if:

- 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
- 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
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth
- 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
- 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 OML 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:

- The week following the week in which employment ends
- 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.

4.11 Contractual Maternity Pay

Associate Staff

Associate Staff with less than one year's service

If you have less than one year's continuous service at the 11th week before their expected week of childbirth, they will be entitled to:

- 9/10ths of a week's pay for the first six weeks absence (SMP) plus
- 33 weeks' SMP. (SMP is paid at a fixed, flat rate, which is reviewed annually or 90% of average weekly earnings whichever is the lesser). Once the above is exhausted any Additional Maternity Leave to which they may be entitled is unpaid.

Associate Staff with at least one year's service

If they have at least one year's continuous service at the 11th week before their expected week of Childbirth they will be entitled to:

- 9/10 of a week's pay for the first six weeks' absence, plus either:
- 12 weeks' half pay plus SMP followed by 21 weeks SMP. or:
- 33 weeks' SMP if they do not intend to return to work.

Once the above is exhausted any Additional Maternity Leave to which they may be entitled is unpaid.

Teaching Staff only

Teaching Staff with less than one year's service

If they have less than one year's continuous service as a teacher at the 11th week before their expected week of Childbirth they will be entitled to:

- 9/10ths of a week's pay for the first six weeks absence (SMP) plus
- 33 weeks' SMP. (SMP is paid at a fixed, flat rate, which is reviewed annually or 90% of average weekly earnings whichever is the lesser). Once the above is exhausted any Additional Maternity Leave to which they may be entitled is unpaid.

Teaching Staff with at least one year's service

If they have at least one year's continuous service as a teacher at the 11th week before their expected week of Childbirth they will be entitled to:

- Full pay for the first four weeks' absence (this will be offset against any entitlement to SMP during this period), plus:
- 9/10 of a week's pay for the next two weeks' absence (this will be offset against any entitlement to SMP during this period), plus either:
- 12 weeks' half pay plus SMP followed by 21 weeks SMP. or:
- 33 weeks' SMP if they do not intend to return to work.

Once the above is exhausted, any additional Maternity Leave to which they may be entitled is unpaid.

All Employees

The 12 week's half pay plus SMP cannot exceed a normal week's pay and to be able to keep the Occupational Maternity Pay the employee must return to work for:

- three months after their maternity leave (for employees other than Teachers).
- 13 weeks after their maternity leave (for teaching staff). This may include periods of school closure.

If you don't, you must repay such proportion of the pay (but not the SMP) as determined by the Trust. i.e. 12 weeks half pay for all employees.

If an employee starts working for another employer during the SMP period after the baby is born, she must inform the Trust within 7 days of this and she will lose her entitlement to SMP. The Trust will continue to pay occupational maternity pay unless otherwise stated and agreed in the employee's statement of employment particulars or relevant policy.

Still Birth

If the pregnancy results in a still birth or termination before 24 weeks of pregnancy, the employee is not entitled to receive SMP, however, she may be entitled to sick pay if she satisfies the qualifying conditions.

If the pregnancy results in a still birth after 24 weeks the employee qualifies for full maternity benefits and leave.

If you are not eligible for Statutory Maternity Pay

If an employee is not eligible for SMP but meets the eligibility requirements for Occupational Maternity Pay i.e. an employee has at least one year's service at the 11th week before your expected week of childbirth, she will receive the occupational maternity pay as follows:

Associate Staff:

- 6 weeks at 9/10ths of full pay
- 12 weeks at half pay

Teachers:

- 4 weeks at full pay
- 2 weeks at 9/10ths of full pay
- 12 weeks at half pay

If an employee is not eligible for SMP she may be able to claim Maternity Allowance direct from the DWP/Jobcentre Plus. The Trust will provide her with a form SMP1 along with their MATB1. This will be returned to her for this purpose.

Should you be entitled to Occupational Maternity Pay, any maternity allowance you receive will be offset against the Statutory Maternity Pay rate. If you do not qualify for maternity allowance, or it is paid at a lesser rate than the Statutory Maternity Pay, the employee will need to forward a copy of their maternity allowance statement to the Department of Work and Pensions (DWP) or Job Centre Plus.

You must return to your job for at least 3 months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 3-month 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 3-month period will be extended to equate to 3 months of service based on the number of hours you worked prior to your reduction in hours.

4.12 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:

- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 4.13, Annual leave)
- Pension benefits shall continue (see paragraph 4.14, Pensions).

4.13 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 the relevant person.

Associate staff – Term Time

The salary calculation for Associate 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 the relevant person.

Associate staff – Full Time

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

4.14 Pensions

During OML 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.

During any period of unpaid maternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of associate 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 maternity 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.

4.15 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. The arrangements, including pay, would be set by agreement with the relevant person.

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.

You are not obliged to undertake any such work during maternity leave.

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:

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

4.16 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.

4.17 Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us 21 days' 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.

4.18 Returning late

If you wish to return later than the Expected Return Date, you may request unpaid parental leave, see section on 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 Sickness Absence Policy will apply.

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

4.19 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.

4.20 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.

4.21 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 absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will consider your request in accordance with the provisions of this statutory right, 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.

5. Paternity Leave and Pay

5 Introduction

This section sets out employees' entitlement to paternity leave (PL) and pay.

5.1 Entitlement

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 the section on Adoption Leave and Pay.

5.2 Paternity leave – timing and eligibility

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

- 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.
- You are the biological father of the child
- Have been matched with a child by an adoption agency
- You are the spouse, civil partner or partner of the child's mother
- You are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
- You expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing
- You are the child's biological father and you are expecting to have some responsibility for the child's upbringing
- You 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.

PL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

PL 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.

5.3 Maternity support leave – timing and eligibility

Maternity support leave is only available if you are a member of Associate staff who is covered by the National Joint Council (NJC) Conditions of Service and you are either:

- The child's father
- The partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

Maternity support leave is available to both men and women. Teachers are not eligible for maternity support leave.

Maternity support leave is up to one week with full pay and must be taken as one period at a time mutually agreed by you and the relevant person.

Maternity support leave 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 may combine maternity support leave with up to one additional week of paternity leave (if eligible) to give a total of two weeks' paternity leave, but these must be taken as consecutive weeks.

5.4 Notification of Maternity Support leave or PL

If you are eligible and wish to take PL or maternity support leave 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 in writing, or if this is not possible, as soon as you can.

You must confirm:

- 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
- Whether you intend to take one week's leave or two consecutive weeks' leave;
- Whether this will be OPL, maternity support leave or a combination of OPL and maternity support leave
- 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 PL or maternity support leave to care for the child or to support the child's mother or your partner in caring for the child.

5.5 Changing the dates of Paternity Leave

Where you are to take PL 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. This notice should be given:

- 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
- 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
- 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.

5.6 Statutory Paternity Pay

If you take PL in accordance with this policy, you will be entitled to payment based upon your terms and conditions of employment:

For Teaching and Associate Staff

During week 1 and week 2 you will be entitled to full pay (offset against any entitlement to SPP during ~~the~~ time)

The above terms are enhanced on the standard STPCD and NJC terms

5.7 Terms and conditions during Maternity Support leave and PL

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

- Benefits in kind such as life insurance and health insurance shall continue
- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 5.8, Annual leave) and
- Pension benefits shall continue (see paragraph 5.9, Pensions).

5.8 Annual leave

All staff continue to accrue annual leave during PL and Maternity Support 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 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 the relevant person.

Associate staff – term time only/term time plus

The salary calculation for Associate 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 the relevant person.

Associate staff – full working year

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your paternity leave, you should ensure that you have taken the full year's entitlement before starting your paternity leave.

5.9 Pensions

During any period of paid PL or Maternity Support 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.

During any period of unpaid PL, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of associate 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.

5.10 Returning to work

You are normally entitled to return to work following maternity support leave or PL 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 PL with a period of:

- Additional maternity leave
- Additional adoption leave or
- Shared 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.

5.11 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.

5.12 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 SPP.

Adoption Leave and Pay

6 Introduction

This section outlines the statutory rights and responsibilities of employees who adopt.

6.1 Entitlement to adoption leave

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:

- 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
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date
- You have been continuously employed by us for at least 26 weeks' ending with the Qualifying Week
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

6.3 Notification of intention to take leave

You must give us notice in writing of:

- The Expected Placement Date and
- Your intended start date for adoption leave (Intended Start Date) (see paragraph 6.5).

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 Matching Certificate from the adoption agency confirming:
 - The agency's name and address
 - The date you were notified of the match and
 - The Expected Placement Date
- Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

6.4 Overseas adoptions

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

- 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:

- Your intention to take adoption leave
- The date you received Official Notification and
- 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.

6.5 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 6.3. 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.

6.6 Statutory Adoption Pay

Statutory Adoption Pay is payable for 39 weeks from the first day of employment. It is paid at a fixed, flat rate, which is reviewed annually or 90% of average weekly earnings whichever is lesser).

Associate Staff

Associate Staff – less than one year's continuous service

If an employee qualifies for Statutory Adoption Pay but has less than one year's continuous service by the date on which they are notified of being matched with the child they will be entitled to:

- 9/10ths (90%) of a week's pay for the first six weeks absence, plus
- 33 weeks' Statutory Adoption Pay. Statutory Adoption Pay is the same as Statutory Maternity Pay. It is paid at a fixed, flat rate, which is reviewed annually or 90% of average weekly earnings whichever is the lesser). Once the above payment has been exhausted, any Additional Adoption Leave to which they may be entitled is unpaid.

Associate Staff – at least one year's continuous service

If an employee qualifies for Statutory Adoption Pay and has at least one year's continuous service with The Trust by the date on which they are notified of being matched with the child, they will be entitled to:

- 9/10 of a week's pay for the first six weeks' absence, plus either:
- 12 weeks' half pay plus Statutory Adoption Pay followed by 21 weeks Statutory Adoption Pay or:
- 33 weeks' Statutory Adoption Pay if they do not intend to return to work. Once the above payment has been exhausted any Additional Adoption Leave to which they may be entitled is unpaid.

Teaching Staff

Teaching Staff - less than one year's continuous service

If an employee qualifies for Statutory Adoption Pay but has less than one year's continuous service by the date on which they are notified of being matched with the child, they will be entitled to:

- 9/10ths of a week's pay for the first six weeks absence,
- plus
- 33 weeks' Statutory Adoption Pay. (Statutory Adoption Pay is paid at a fixed, flat rate, which is reviewed annually or 90% of average weekly earnings whichever is the lesser). Once the above payment has been exhausted any Additional Adoption Leave to which they may be entitled is unpaid.

Teaching Staff - at least one year's continuous service

If an employee qualifies for Statutory Adoption Pay but has at least one year's continuous service by the date on which they are notified of being matched with the child, they will be entitled to:

- Full pay for the first four weeks' absence (this will be offset against any entitlement to Statutory adoption Pay during this period), plus:
- 9/10 of a week's pay for the next two weeks' absence, plus either:
- 12 weeks' half pay plus Statutory Adoption Pay followed by 21 weeks Statutory Adoption Pay. or:
- 33 weeks' Statutory Adoption Pay if they do not intend to return to work. Once the above payment has been exhausted additional Adoption Leave to which they may be entitled is unpaid.

All Employees

The 12 weeks' half pay plus Statutory Adoption Pay cannot exceed a normal week's pay, and to be able to keep the 12 week's half pay, the colleague must return to work for:

- three months after their adoption leave (for colleague's other than teachers). or:
- 13 weeks after their Adoption Leave if they do not intend to return to work. This may include periods of school closure. Any Additional Adoption Leave to which they may be entitled is unpaid.

If you are not eligible for Statutory Adoption Pay

If an employee is not eligible for Statutory Adoption Pay but meets the eligibility requirements for Occupational Adoption Pay, she will receive the Occupational Adoption Pay as follows:

Associate Staff:

- 6 weeks at 9/10ths of full pay
- 12 weeks at half pay

Teachers:

- 4 weeks at full pay
- 2 weeks at 9/10ths of full pay
- 12 weeks at half pay

You must return to your job for at least 3 months as a qualifying condition to receive this contractual adoption pay. If you do not return to work for the 3-month 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 3-month period will be extended to equate to 3 months of service based on the number of hours you worked prior to your reduction in hours.

6.7 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:

- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 6.8, Annual leave)
- Pension benefits shall continue (see paragraph 6.9, Pensions).

6.8 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 the designated person above.

Associate staff – term time only/term time plus

The salary calculation for associate 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 the designated person.

Associate staff – full working year

Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your paternity leave.

6.9 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.

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 associate 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.

6.10 Disrupted adoption

Adoption leave is disrupted if it has started but:

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

6.11 Keeping in touch

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

You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with the relevant person.

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.

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:

- Updating you on any changes that have occurred during your absence
- Any training needs you might have and
- Any changes to working arrangements (for example, if you have made a request to work part time). See paragraph 6.17, 'Requests to change your working pattern'

6.12 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, 6.13, 6.14 and 6.15). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

6.13 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.

6.14 Returning late

If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with the section on '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.

6.15 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 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.

6.16 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.

6.17 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.

7. Shared Parental Leave

7.1 Introduction

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement, then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may curtail their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

7.2 SPL can commence as follows:

The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child.

The adopter can take SPL after taking at least two weeks of adoption leave.

The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or Shared Parental Pay - ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice. If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

7.2 Notifying the Trust of an entitlement to Shared Parental Leave

An employee entitled and intending to take SPL must give their line manager notification of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL. This should be done in writing and submitted to their Headteacher/Principal in line with the timescales outlined in this policy.

Part of the eligibility criteria requires the employee to provide the Trust with correct notification. Notification must be in writing and requires each of the following:

- the name of the employee;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL the employee and their partner each intend to take
- a non-binding indication of when the employee expects to take the leave.

The employee must provide the Trust with a signed declaration stating:

- that they meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information they have given is accurate;
- if they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
- that should they cease to be eligible they will immediately inform the Trust.

The employee must provide the Trust with a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see "Who is eligible for Shared Parental Leave?" above), and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with the employee;

- that they consent to the amount of SPL that the employee intends to take;
- that they consent to the Trust processing the information contained in the declaration form; and
- (in the case whether the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

7.4 Requesting further evidence of eligibility

The Trust may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the employer's request.

7.5 Discussions regarding Shared Parental Leave

An employee considering/taking SPL is encouraged to contact their Headteacher/Principal to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the Trust to support the individual.

The Trust may arrange an informal meeting with the employee to talk about their intentions and how they plan to use their SPL entitlement.

The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the Trust, and what the outcome may be if no agreement is reached.

****The Headteacher/Principal must ensure that where an employee is entitled to occupational Maternity/Adoption pay, the employee understands that this entitlement ceases if they commence with the SPL option.****

7.6 Booking Shared Parental Leave

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave by completing the form which can be obtained from The Trust.

The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

7.7 Continuous leave notifications

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave.

An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them and the employer has been given at least eight weeks' notice.

7.8 Discontinuous leave notifications

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work.

Where there is concern over accommodating discontinuous leave, the manager or the employee may seek to arrange in advance a private meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the Trust.

The Headteacher/Principal will consider a discontinuous leave notification but has the right to refuse if there are valid business or operational reasons. In the event of a refusal Headteacher/Principal will explain the reason and the evidential basis for refusing and will write to the employee to confirm the reason and the basis for refusing. If the employee is unhappy as to reason for the refusal they may raise this as an issue through the grievance procedure. If the leave pattern is refused, the employee can choose to take the leave in a single continuous block.

7.9 Responding to a Shared Parental Leave notification

Once the Headteacher/Principal receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th calendar day after the leave request was made and will be confirmed in writing.

All requests for discontinuous leave will be carefully considered on a case by case basis and will take into account the potential benefits to the employee. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL. Equally the principles of acting in a fair, consistent and non-discriminatory way in responding to requests will be applied.

The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, Trust may propose a modified version of the request.

If a discontinuous leave pattern is refused the employee may withdraw the request, without detriment, on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date then the leave will begin on the first leave date requested in the original notification.

7.10 Variations to arranged Shared Parental Leave

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Trust in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of the Trust requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the Trust.

7.11 Statutory Shared Parental Pay (ShPP)

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period. ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have curtailed their maternity/adoption pay period or maternity allowance period;
- the employee must intend to care for the child during the week in which ShPP is payable;
- the employee must have average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- the employee must remain in continuous employment until the first week of ShPP has begun;
- the employee must give proper notification as per the policy.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the Trust should they cease to be eligible.

It must be accompanied by a signed declaration from the employee's partner confirming:

- their agreement to the employee claiming ShPP and for the Trust to process any ShPP payments to the employee;
- (in the case whether the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case whether the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

7.12 Shared Parental Leave “in Touch” days

An employee can agree to work for the Trust (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The Trust has no right to require the employee to carry out any work and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the Trust and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

An employee, with the agreement of the Trust, may use SPLIT days to work part of a week during SPL. The Trust and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

8. Parental Leave

8.1 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. In the case of multiple births, the entitlement is 13 weeks for each child.

8.2 Entitlement to parental leave

Employees who fulfil the criteria set out in this paragraph 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 8.3 to paragraph 8.6.

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 the relevant person.

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

- Have at least one year's continuous employment
- Have or expect to have responsibility for the child and

- Be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child if you:

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

8.3 Timing of parental leave

You can only take parental leave:

- Before the child's 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.

8.4 Notification requirements

You must give the relevant person 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:

- 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
- 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
- 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 the relevant person 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.

8.5 Evidential requirements

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

- Your responsibility or expected responsibility for the child
- The child's date of birth or date of adoption placement and

- If applicable, the child's entitlement to a disability living allowance.

For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact the relevant person.

8.6 Our right to postpone parental leave

Where you give notice in accordance with paragraph 8.4 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, in the case of an adopted or disabled child, the postponement would result in the leave being taken after the child's 18th birthday.

However, in any other circumstances 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:

- You wish to take parental leave during a peak period
- A number of employees wish to take parental leave at the same time
- Your work is of importance to a time-critical project or
- 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:

- Consult you about the date to which the leave might be postponed and
- 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.

You will not lose your parental leave entitlement if, because of our postponement of such leave, the leave remains untaken on your child's eighteenth birthday.

8.7 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).

8.8 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.

Associate 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 make 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.

8.9 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 no less favourable to the position prior to your leave.

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.

9. Employees rights during IVF treatment

9.1 Introduction

In Vitro Fertilisation (IVF) is the process of fertilisation which happens outside the women's body. This process can typically take between 4 and 7 weeks for one cycle. IVF does not always result in a pregnancy. There is no statutory right for employees to take time off work to undergo investigations or treatment. Following implantation, the women is regarded as being pregnant. If the IVF is unsuccessful, the protected period ends 2 weeks after the end of the pregnancy - 2 weeks after the date the women was informed that implantation was not successful.

9.2 Time off for investigation or treatment

Although there is no statutory right for employees to take time off work for IVF treatment, The Trust will treat medical appointments related to IVF the same as any other medical appointment under the terms and conditions of the contract of employment. The Trust may agree to flexible working arrangements or a combination of paid, unpaid, or annual leave during the treatment.

In some cases, the employee may be unable to work due to the effects of the treatment and signed off sick by the GP. The Trust will treat this sickness absence in the same way as sickness for other reasons in accordance with the Managing Attendance Policy.

9.3 Protection against dismissal and detriment

Following implantation, a pregnancy may or may not occur, but the woman is regarded as being pregnant from the point of the implantation and is protected from dismissal or adverse treatment under the Equality Act 2010 pregnancy legislation. Employees should notify their employer once they have reached this stage. The pregnancy test is usually taken 2 weeks after implantation.

If the treatment is successful and the woman remains pregnant, she will be protected against discrimination on the grounds of pregnancy until the end of her maternity leave.

If the treatment is unsuccessful, the protection will end two weeks after the end of the pregnancy. A pregnancy test is taken 2 weeks after implantation and, if the test is negative, the protected period extends for a further 2 weeks.

9. 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.