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1.0 BACKGROUND

Lodge Service seeks to promote “family friendly” policies assisting staff in balancing work and family responsibilities by adopting a flexible approach. Lodge Service is committed to helping employees with child caring responsibilities to balance work and family life and will seek to do this by following consistent, fair and transparent processes whilst ensuring that the interests of the Company are met.

2.0 PURPOSE

This combined family leave policy incorporates the Company’s maternity, paternity, adoption, ordinary parental and shared parental leave policies. This policy applies to all Lodge Service employees at all grades who are permanent employees and have completed the required number of weeks’ service relevant to the policies that follow below.

The purpose of this policy is to provide managers and employees with information and guidance about entitlements to maternity, paternity, adoption, ordinary parental and shared parental leave and to provide the basis for a clear understanding of the nature and period of leave, paid and unpaid, that will apply in particular circumstances.

This policy sets out the Company’s current maternity leave and pay arrangements and is intended to reflect the statutory maternity provisions in place at the time.

3.0 DEFINITION OF TERMS

Term	Definition
Expected week of childbirth (EWC)	Any reference to EWC means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth
Qualifying week	The 15th week before the expected week of childbirth
Mother	The mother or expectant mother of the child
Partner	The father of the child or the person who, at the date of the child's birth, is married to, the civil partner of or the partner of the mother.
Expected week of childbirth (EWC)	The week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth

4.0 MATERNITY LEAVE AND PAY

Maternity Leave and Statutory Maternity Pay

All pregnant employees have the right to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards. The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth), subject to following the correct notification procedures as set out below.

Employees who have been continuously employed by the Company for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that:

- they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- they have provided a MATB1 form stating their expected week of childbirth; and their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

Maternity pay treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of statutory maternity pay cannot start prior to the 11th week before the employee's expected week of childbirth. It can start from any day of the week in accordance with the date the employee starts her maternity leave.

Timing of Maternity Leave

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.
- If the employee gives birth before her maternity leave was due to start, she must notify the Company in writing of the date of the birth as soon as reasonably practicable.

Notice requirements

The employee should notify her line manager of her pregnancy as soon as possible. By the end of the qualifying week the employee is required to inform the Company in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.
- the employee must also provide a completed MATB1 form

The employee is permitted to bring forward her maternity leave start date, provided that she advises the Company in writing at least 28 days before the new start date. The employee may also postpone her maternity leave start date, provided that she advises the Company in writing at least 28 days before the original proposed start date.

The Company will formally respond in writing to the employee's notification of her leave plans, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

Time Off for Antenatal Care

Once the employee has advised the Company that she is pregnant, she will be entitled to paid time off work to attend antenatal appointments as medically advised. To be entitled to take time off for antenatal care, the employee is required to produce a copy of her MATB1 form. Except in the case of the first appointment, the employee should also produce evidence of the appointment, if requested to do so.

The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and wherever possible, try to arrange them as near to the start or end of the working day as possible.

Health and Safety

The Company is required to carry out a risk assessment to assess the workplace risks to women who are pregnant, where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either process, working conditions or physical activity in the workplace. If applicable, the Company will provide the employee with information as to any risks identified in the risk assessment.

The law states that all employees must take a minimum of two weeks of maternity leave immediately after the birth of the child.

Sickness Absence

If the employee is absent from work during pregnancy due to sickness, she will receive normal statutory sick pay in line with the Company's Sickness Absence Policy, provided that she has not yet begun ordinary maternity leave. If the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the Company in writing of this as soon as possible.

Rights during Maternity Leave**Terms and conditions of employment:**

During maternity leave, all terms and conditions of the employee's contract will continue (with the exception of salary). The employee's salary will be replaced by statutory maternity pay if the employee is eligible for it.

The employee's pension contributions will continue to be paid into the scheme during any period of maternity leave for which the employee is paid. Pension contributions will cease once the period of paid maternity leave has ended.

Annual leave

Employees are encouraged to take any outstanding pro-rata annual leave due to them before the commencement of maternity leave. Employees will continue to accrue annual leave whilst on maternity leave, however annual leave cannot be taken whilst an employee is on maternity leave.

Contact during Maternity Leave

The Company reserves the right to maintain reasonable contact with employees during maternity leave from time to time. This may be to discuss the employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-Touch Days

Employees can agree to work for the Company or to attend training for up to 10 days during their maternity leave without bringing their maternity leave to an end and without loss of statutory maternity pay. Any work or training carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave.

Returning to Work After Maternity Leave

The employee may return to work at any time during ordinary maternity leave or additional maternity leave, provided that she gives the appropriate notification. Alternatively, the employee may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee wishes to return

before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the Company of the date on which she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period. If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of her contract of employment.

Transfer of Maternity Leave

Please see section 5. Shared Parental Leave.

5.0 PATERNITY LEAVE AND PAY

Introduction

This section sets out the Company's current paternity leave and pay arrangements and is intended to reflect the statutory paternity provisions in place at the time.

Paternity Leave and Statutory Paternity Pay

To qualify for the right to take a maximum of two weeks paternity leave the employee must meet the following criteria:

- have or expect to have responsibility for the child's upbringing
- are the biological father of the child or the mother's husband, partner or civil partner
- have worked continuously for the Company for 26 weeks by the end of the 15th week before the week in which the child is expected

Paternity leave must be taken in a single block of one or two weeks within 52 weeks of the birth or adoption of the child. If the child is born early, paternity leave must be taken from the time of the birth but within 52 weeks after the birth. Paternity leave can start either from the date the child is born, placed for adoption or from a chosen number of days or weeks after that date.

If the employee wishes to wish to take both paternity leave and shared parental leave they must take their period of paternity leave first. Employees cannot take paternity leave if they have already taken a period of shared parental leave in relation to the same child.

Paternity leave is available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. Please refer to Appendix 3: Adoption Leave and Pay for further information.

Employees who have been continuously employed by the Company for 26 weeks by the end of the 15th week before the week in which the child is expected and are still employed during that week, will also qualify for statutory paternity pay.

Pay during paternity leave will be at a rate set by the Government or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Notification of Paternity Leave

The employee should notify their line manager of their intention to take paternity leave by the end of the 15th week before the expected week of childbirth.

The employee must also complete and sign a self-certification form declaring the following:

- the date on which their partner's baby is due or placed for adoption
- the length of paternity leave they wish to take
- the date on which they wish the paternity leave to commence

The self-certification form must be sent to the employee's line manager.

In the case of an adopted child, the employee must give written notice of their intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency.

If the employee wishes to change the timing of the paternity leave, they must give 28 days' written notice of the new dates.

Time Off for Antenatal Care

Employees have the right to take time off to accompany a pregnant woman with whom they are having a child at up to two antenatal appointments. This time off will be unpaid.

To be eligible to take this form of time off, the employee must be:

- the child's biological father, or
- the husband, civil partner or partner of the pregnant woman, or
- living with the pregnant woman in an enduring family relationship.

Antenatal appointments must be made on the advice of a registered medical practitioner, midwife or nurse. The Company expects that normally no more than half a day is needed for an antenatal appointment, but the employee's leave includes the time needed to travel to the appointment and any waiting time needed at the appointment, and can be for a maximum of six-and-a-half hours on each occasion.

Employees who would like to make a request for time off to accompany someone at an antenatal appointment should in the first instance contact their line manager.

The employee should endeavour to give their line manager as much notice as possible of when they need the time off for antenatal appointments.

Shared Parental Leave

Please see Section 9. Shared Parental Leave.

6.0 ADOPTION LEAVE AND PAY

Introduction

This section sets out the Company's current adoption leave and pay arrangements and is intended to reflect the statutory adoption provisions in place at the time.

Adoption Leave and Statutory Adoption Pay

An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave from day one of their employment. The employee is entitled to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

Employees who have been continuously employed by the Company for at least 26 weeks at the week in which notification of matching was given by the adoption agency will also qualify for statutory adoption pay.

Statutory adoption pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory adoption pay.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take adoption leave.

Timing of Adoption Leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier. The employee should discuss the timing of their adoption leave with their line manager as early as possible.

Notice Requirements

The employee is required to give the Company written notification of their intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency.

The employee must also complete and sign a self-certification form declaring the following:

- the date the child is expected to be placed with the employee for adoption and
- the date the employee intends their adoption leave to start.

The employee is permitted to bring forward their adoption leave start date, provided that they advise the Company in writing at least 28 days before the new start date. The employee may also postpone their adoption leave start date, provided that they advise the Company in writing at least 28 days before the original proposed start date. The employee must also provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

The Company will formally respond in writing to the employee's notification of their leave plans, confirming the date on which the employee is expected to return to work if they take their full 52-week entitlement to adoption leave.

Time Off to Attend Adoption Appointments

Employees who are adopting a child are entitled to take time off to attend adoption appointments.

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable the employee to have contact with the child and for any other purpose connected with the adoption.

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

Rights during Adoption Leave

During adoption leave, all terms and conditions of the employee's contract will continue (with the exception of salary). The employee's salary will be replaced by statutory adoption pay if the employee is eligible for it.

The employee's pension contributions will continue to be paid into the scheme during any period of adoption leave for which the employee is paid. Pension contributions will cease once the period of paid adoption leave has ended.

Employees are encouraged to take any outstanding pro-rata annual leave due to them before the commencement of adoption leave. Employees will continue to accrue annual leave whilst on adoption leave, however annual leave cannot be taken whilst an employee is on adoption leave.

Contact during Adoption Leave

The Company reserves the right to maintain reasonable contact with employees during adoption leave from time to time. This may be to discuss the employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence

Keeping-in-Touch Days

Employees can agree to work for the Company or to attend training for up to 10 days during their adoption leave without bringing their adoption leave to an end and without loss of statutory adoption pay. Any work or training carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave.

Returning to Work After Adoption Leave

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that the appropriate notification is given. Alternatively, the employee may take their full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, they must give at least eight weeks' notice in writing to the Company of the date on which they intend to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, they are entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that they do not wish to return to work, they should give written notice of resignation to the Company as soon as possible and in accordance with the terms of their contract of employment.

Transfer of Adoption Leave

Please see Section on Shared Parental Leave.

7.0 ORDINARY PARENTAL LEAVE

This section sets out the Company's current ordinary parental leave arrangements and is intended to reflect the statutory provisions in place at the time.

Ordinary Parental Leave

An employee is entitled to up to 18 weeks' unpaid parental leave per child if they are the birth or adoptive parent of a child who is under 18 years of age. To qualify for ordinary parental leave, employees must have completed at least one year's continuous service with the Company.

Ordinary parental leave should not be confused with shared parental leave. Shared parental leave enables mothers to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

The Company has adopted the default scheme for the taking of ordinary parental leave and the following conditions apply:

- Employees must provide proof of parenthood or parental responsibility upon the Company's request to exercise ordinary parental leave rights.
- A 21-day notice specifying the start and end dates of the leave must be given.
- Fathers requesting leave at childbirth must specify the expected week of childbirth and leave duration, giving notice 21 days in advance.
- For adopted children, notice must be given 21 days before the placement week, specifying the expected placement week and leave duration.
- Leave must be taken in blocks of at least one week, except for disabled children No more than four weeks of leave per child can be taken annually.

Postponement of Ordinary Parental Leave

The Company may postpone a period of ordinary parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the Company considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, the Company will allow the employee to take an equivalent period of ordinary parental leave beginning no later than six months after the commencement of the period originally requested.

The Company will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to the Company.

Rights during "Ordinary" Parental Leave

During ordinary parental leave, the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will remain in place and certain other terms of employment will remain in force.

During parental leave employees will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures.

Employees taking ordinary parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;

- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.
- Conditions of ordinary parental leave

Return from "Ordinary" Parental Leave

An employee who returns to work after a period of ordinary parental leave is entitled to return to the job in which they were employed prior to the absence if it was an isolated period of leave lasting four weeks or less. If the period of parental leave followed on immediately from another period of statutory leave, the employee's right to return depends on the length of leave taken.

The employee has the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:

- a period of ordinary parental leave lasting more than four weeks; or
- any period of statutory leave that, when added to any other period of statutory leave taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks.
- An employee who returns to work after a period of ordinary parental leave that does not fall into the above description is entitled to return to the job in which they were employed prior to the absence or to another job that is both suitable and appropriate in the circumstances.

8.0 SHARED PARENTAL LEAVE

Introduction

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave.

The Company recognises that employees may have questions or concerns relating to their shared parental leave rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, they should clarify the relevant procedures with the HR department to ensure that they are followed correctly.

Shared Parental Leave and Statutory Shared Parental Pay

This policy applies to employees of the Company, whether they are the mother or the partner. If it is the mother who is employed by the Company, her partner must submit any notifications to take shared parental leave set out in this policy to their own employer, which may have its own shared parental leave policy in place.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the Company is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the Company's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that they are entitled to take up to two weeks' paternity leave following the birth of their child, which they will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

Eligibility for Shared Parental Leave

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the Company until the week before any period of shared parental leave that she takes;

- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

The partner is eligible for shared parental leave if they:

- have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the Company until the week before any period of shared parental leave that he/she takes;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- comply with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

Eligibility for Statutory Shared Parental Pay

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;

- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Notice Requirements for Shared Parental Leave

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the Company of their intentions, the more likely it is that the Company will be able to accommodate the employee's wishes.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide their notice of entitlement and intention and period of leave notice at the same time.

Mother's notice curtailing maternity leave

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given their employer a notice of entitlement and intention.

Revocation of maternity leave curtailment notice

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

Employee's notice of entitlement and intention

The employee must provide the Company with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks

before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the Company if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave);
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and

- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the Company if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the Company can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

The employee has 14 days from the date of the request to send the Company the required information.

Variation or cancellation of notice of entitlement and intention

The employee can vary or cancel their proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that they provide the Company with a written notice.

The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;

- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

Employee's period of leave notice

To take a period of shared parental leave, the employee must provide the Company with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice

The employee can vary or cancel their proposed shared parental leave dates following the submission of a period of leave notice, provided that they provide their employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence.

The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on Number of Requests for Leave

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy.

Continuous Period of Shared Parental Leave

If the employee submits a period of leave notice requesting one continuous period of leave, they will be entitled to take that period of leave.

Discontinuous Periods of Shared Parental Leave

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the Company, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;

- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the Company of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the Company has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Rights during Shared Parental Leave

Terms and conditions of employment:

During shared parental leave, all terms and conditions of the employee's contract will continue (with the exception of salary). The employee's salary will be replaced by statutory shared parental pay if the employee is eligible for it.

The employee's pension contributions will continue to be paid into the scheme during any period of shared parental leave for which the employee is paid.

Annual leave:

Employees are encouraged to take any outstanding pro-rata annual leave due to them before the commencement of shared parental leave. Employees will continue to accrue annual leave whilst on shared parental leave. However annual leave cannot be taken whilst an employee is on shared parental leave.

Contact during Shared Parental Leave

The Company reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Shared Parental Leave-in-Touch (SPLIT) Days

Employees can agree to work for the Company or attend training, for up to 20 days during shared parental leave without that work bringing the period of their shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

Returning to Work Following Shared Parental Leave

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the Company to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for them.

9.0 Neonatal Care leave and Pay

Introduction

From 6 April 2025, employees whose babies are admitted to neonatal care will be entitled to Neonatal Care Leave and Pay. This is a statutory right introduced under the Neonatal Care (Leave and Pay) Act 2023 and applies to all eligible employees from day one of employment.

Eligibility

Employees are eligible for Neonatal Care Leave if:

- Their baby is admitted to neonatal care within the first 28 days of life.
- The baby has a continuous stay in hospital of at least 7 full days.

Leave Entitlement

- Eligible employees can take up to 12 weeks of Neonatal Care Leave.
- This leave is in addition to other parental leave entitlements such as maternity, paternity, adoption, and shared parental leave.
- Leave must be taken within 68 weeks of the child's birth.

Pay Entitlement

Statutory Neonatal Care Pay is available to employees who:

- Have at least 26 weeks of continuous service by the week before the baby's admission to neonatal care.
- Earn above the lower earnings limit.
- Pay is provided for up to 12 weeks, at the statutory rate or 90% of average weekly earnings (whichever is lower).

Notice Requirements

- Employees must notify the Company as soon as reasonably practicable after their baby is admitted to neonatal care.

- Evidence of the baby's admission and expected duration of care may be required.

Rights During Leave

- All contractual terms (except pay) continue during Neonatal Care Leave.
- Employees continue to accrue annual leave and pension contributions during paid leave periods.

Returning to Work

- Employees have the right to return to the same job after Neonatal Care Leave.
- If this is not reasonably practicable, they must be offered a suitable alternative role on no less favourable terms.