

# FAMILY POLICIES: SHARED PARENTAL LEAVE AND PAY POLICY

## 1. What is Shared Parental Leave?

1.1. Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child.

1.2. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

1.3. The University of Exeter Students' Guild recognises that, from time to time, employees may have questions or concerns relating to their shared parental rights.

1.4. It is the Guild's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. Employees should clarify the relevant procedures with a member of the HR and Payroll Services team to ensure that they are followed.

1.5. This policy does not form part of any employee's contract of employment and may be amended at any time.

## 2. Before the birth

2.1. They are entitled to have paid time off to keep appointments for antenatal care, including reasonable time for relaxation or parent craft classes. Please try, whenever possible, to arrange appointments at times which cause the minimum disruption to work or other work colleagues.

2.2. They must provide a certificate confirming their partner's pregnancy, her appointment card, or some other documentary evidence, other than for the first appointment.

## 3. Who is eligible for Shared Parental Leave?

3.1. SPL can only be used by two people:

- The mother/adopter and one of the following:
- The father of the child (in the case of birth) or
- The spouse, civil partner or partner of the child's mother/ adopter.

3.2. Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption. Additionally, an employee seeking to take SPL must satisfy each of the following criteria:

- The mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or, if not, entitled to statutory maternity/adoption leave
- They must be/have been entitled to statutory maternity/adoption pay or maternity allowance
- They must have ended or given notice to reduce any maternity/adoption entitlements
- The employee must still be working for the organisation at the start of each period of SPL.
- The employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date.
- The employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average required sum a week in any 13 of those weeks
- The employee must correctly notify the organisation of their entitlement and provide evidence as required.

#### **4. Shared Parental Leave entitlement**

4.1. Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family.

4.2. 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.

4.3. 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.

4.4. A mother/adopter may reduce 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.

4.5. If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

4.6. 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 ShPP).

4.7. 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.

4.8. SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" Page 6, Par 9).

4.9. If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below).

4.10. 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.

## **5. Notifying the Guild of an entitlement to Shared Parental Leave**

5.1. 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.

5.2. Part of the eligibility criteria requires the employee to provide the organisation with correct notification.

5.3. 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.

5.4. The employee must provide the organisation 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 organisation.

5.5. The employee must provide the organisation 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?" see par 3), 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 organisation processing the information contained in the declaration form and
- (In the case where the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

## **6. Requesting further evidence of eligibility**

6.1. The organisation 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. Fraudulent claims**

7.1. The organisation can, where there is a suspicion, that fraudulent information may have been provided or where the organisation has been informed by the HMRC (Tax Office) that a fraudulent claim was made, investigate the matter further in accordance with the usual organisational investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

## **8. Discussions regarding Shared Parental Leave**

8.1. An employee considering/taking SPL is encouraged to contact HR and Payroll

Services to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the organisation to support the individual.

8.2. HR and Payroll Services may, upon receiving a notification of entitlement to take SPL, seek to arrange an informal discussion with the employee to talk about their intentions and how they currently expect to use their SPL entitlement.

8.3. Upon receiving a leave booking notice, the employee's manager will usually arrange a meeting to discuss it with them.

8.4. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in the employee's notice booking leave, a meeting may not be necessary.

8.5. Where a meeting is arranged it should take place in private and be arranged in advance. If the initial date is problematic, then another date will be arranged. If an alternative date cannot be arranged, then the meeting may be held over the telephone.

8.6. At the meeting the employee may, if they wish, be accompanied by a workplace colleague, trade union representative or even a personal friend or family member.

8.7. The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work.

8.8. 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 organisation, and what the outcome may be if no agreement is reached.

## **9. Booking Shared Parental Leave**

9.1. In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

9.2. 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.

9.3. SPL can only be taken in complete weeks but may begin on any day of the week. For example, if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

9.4. 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.

## **10. Continuous leave notifications**

10.1. 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 (for example, six weeks in a row).

10.2. The 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 (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice.

10.3. An employee may submit up to three separate notifications for continuous periods of leave.

## **11. Discontinuous leave notifications**

11.1. A single notification may 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 (for example, an arrangement where an employee will take six weeks of SPL and works every other week for a period of three months).

11.2. Where there is concern over accommodating the notification, HR and Payroll Services or their manager may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the organisation (see "Discussions regarding Shared Parental Leave" section 8).

11.3. The Guild will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

## **12. Responding to a Shared Parental Leave notification**

12.1. Once the line manager and HR and Payroll Services team receive the leave booking notice, it will be dealt with as soon as possible and a response will be provided no later than the 14th day after the leave request was made.

12.2. All notices for continuous leave will be confirmed in writing, which includes email if the employee has an active Guild email account.

12.3. All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the Guild against any adverse impact to the organisation.

12.4. Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

12.5. The employee will be informed in writing 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, the Guild may propose a modified version of the request.

12.6. If a discontinuous leave pattern is refused then 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.

12.7. 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.

12.8. 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.

### **13. Variations to arranged Shared Parental Leave**

13.1. The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Guild in writing at least eight weeks before the date of any variation.

13.2. Any new start date cannot be sooner than eight weeks from the date of the variation request.

13.3. 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.

13.4. However, a change as a result of a child being born early, or as a result of the Guild 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 HR and Payroll Services team.

### **14. Shared Parental Pay (ShPP)**

14.1. Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend upon the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

14.2. ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

14.3. 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 reduced 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 an 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 of 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 in accordance with the rules set out below.

14.4. 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.

14.5. 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 organisation should they cease to be eligible.

14.6. It must be accompanied by a signed declaration from the employee’s partner confirming:

- Their agreement to the employee claiming ShPP and for the organisation 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.

14.7. Shared Parental Pay and Shared Parental Leave will mirror Guild Maternity/Adoption Pay as follows:

<b>Length of Service required to qualify:</b>	<b>Shared Parental Pay and/or Leave during the maternity/adoption leave period:</b>
Less than 26 weeks up to the ‘qualifying week’ (QW) - the 15th week before the expected week of childbirth (EWC)	If the mother is eligible for Maternity Allowance (MA) please contact HR and Payroll Services for details of eligibility of SPL and ShPP
More than 26 weeks ending with the QW but less than 52 weeks ending with the week the baby is due	<p><b>Below Lower Earnings Limit (LEL)</b> If the mother is eligible for Maternity Allowance (MA) please contact HR and Payroll Services for details of eligibility of SPL and ShPP</p>
	<p><b>Below Lower Earnings Limit (LEL)</b> If the mother is eligible for Maternity Allowance (MA) please contact HR and Payroll Services for details of eligibility of SPL and ShPP</p> <p><b>Above Lower Earnings Limit</b> The employee will be entitled to SPL and possibly Statutory ShPP of the shared balance remaining of the mother’s maternity/adoption leave, which is:</p> <ul style="list-style-type: none"> <li>• Six weeks x 90% of average weekly wage then</li> <li>• 33 weeks at standard rate SMP, or 90% of average weekly pay whichever is the least, and</li> <li>• 13 weeks unpaid.</li> </ul>



52 weeks ending with EWC and earnings above LEL	<p>The employee will be entitled to SPL and possibly Guild ShPP of the shared balance remaining of the mother's maternity leave (or adopter's adoption leave), which is:</p> <ul style="list-style-type: none"> <li>• Leave weeks 1 to 8 inclusive: full pay inclusive of Statutory Parental Pay then</li> <li>• Leave weeks 9 to 24 inclusive: half pay plus Statutory Parental Pay (unless in any week half pay + SMP exceeds full pay, in which case they will continue to receive Guild enhanced parental pay at full pay including Statutory Parental Pay).</li> <li>• Leave weeks 25 to 39 inclusive: Statutory Parental Pay only.</li> <li>• If they are employed on a fixed term contract, their employment and payment of Guild ShPP will end on the expiry date of the fixed term contract, although ShPP will continue to be paid if eligible.</li> </ul>
52 weeks ending with EWC and earnings below LEL	<p>The employee will be entitled to SPL and possibly Statutory ShPP of the shared balance remaining of the mother's maternity/adoption leave, which is:</p> <ul style="list-style-type: none"> <li>• Eight weeks full pay (less deductions for benefits paid by DWP) then</li> <li>• 16 weeks half pay (subject to maximum of full pay when combined with payments from DWP)</li> </ul>

The employee will be entitled to SPL and possibly Statutory ShPP of the shared balance remaining of the mother's maternity/adoption leave, which is:

- Eight weeks full pay (less deductions for benefits paid by DWP) then
- 16 weeks half pay (subject to maximum of full pay when combined with payments from DWP)

## 15. Terms and conditions during Shared Parental Leave

15.1. During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company car, laptop, mobile phone and sports membership) will continue and contractual annual leave entitlement will continue to accrue.

15.2. Pension contributions will continue to be made during any period when ShPP is made, but not during any period of unpaid SPL.

15.3. Employee contributions will be based on actual pay, while the organisation's contributions will be based on the salary that would have received had SPL not been taken.

## **16. Annual Leave**

16.1. SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should, wherever possible, be taken in the year that it is earned.

16.2. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is taken at the end of the holiday year.

## **17. Contact during Shared Parental Leave**

17.1. Before an employee's SPL begins, the Guild will discuss the arrangements for the recipient to keep in touch during their leave.

17.2. The Guild reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL.

17.3. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

## **18. Shared Parental Leave in Touch days**

18.1. An employee can agree to work for the organisation (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.

18.2. The organisation 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 organisation and the employee.

18.3. 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.

18.4. An employee, with the agreement of the Guild, may use SPLIT days to work part of a week during SPL. The organisation 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.

## **19. Returning to work after Shared Parental Leave**

19.1. The employee will have been formally advised in writing by the organisation of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the organisation otherwise.

19.2. If they are unable to attend work due to sickness or injury, the Guild's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

19.3. If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the organisation at least eight weeks' notice of their date of early return.

19.4. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the organisation does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

19.5. On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job.

19.6. The same job is the one they occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

19.7. If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

19.8. If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

19.9. If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

## **20. Special Circumstances and further information**

20.1. In certain situations an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the Guild will abide by any statutory obligations and an employee should refer to the documents listed below and/or clarify any issues or queries with the HR and Payroll Services team.

## **21. Returning to work**

21.1. If the employee received Guild Maternity Pay as enhanced ShPP, they are required to return to work for three months (or an equivalent period of time if they reduce their hours) otherwise the Guild reserves the right to reclaim the Guild enhanced part of their shared parental pay.

